A

STATE OF THE DISPUTE

BETWEEN

SIR ROBERT CLAYTON, BART. SIR JOHN GRESHAM, BART. LADY GRESHAM, AND MISS CLAYTON;

AND

JOHN KENRICK, ESQ.

RELATIVE TO THE

Purchaſe of the Reverſion of the MANOR and BOROUGH of BLECHINGLY,

IN THE

COUNTY OF SURRY,

EXTRACTED FROM THE PLEADINGS IN THE HIGH COURT OF CHANCERY.

MDCCLXXXVIII.

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156. 4.

ADVERTISEMENT.

THE tranſaction between Sir R. Clayton and me, which is the object of the following ſheets, commenced on the 29th of Auguſt, 1778, and was completed on the 4th of Oct. 1779. No complaint was made, or any diſſatisfaction whatever expreſſed reſpecting it, till 1784, nor any ſteps taken, in conſequence of that com-

plaint, that could lead me to ſuppoſe it was intended to anſwer any other purpoſe, than to afford a mere temporary pretext for an intereſted quarrel with me.

In June, 1785, a Bill in Chancery was filed againſt me by Sir Robert Clayton, arraigning my conduct in this buſineſs in the moſt ſevere terms.

While the merits of this diſpute were under the conſideration of a court of juſtice, it would have been highly indecent for me to have entered into any diſcuſſion of them. This ſuit laſted till the month of May, 1788, when Sir Robert Clayton's Bill was diſmiſſed with coſts. I then, for the firſt time, thought myſelf at liberty to

prepare

prepare the following NARRATIVE, which has been ſince kept back, partly from an unwillingneſs to make a family diſpute more public, and partly from a faint hope, that a miſ-underſtanding between two near relations might have been brought to an amicable accommodation.

The Charges which appear in the following pages, are ſtated from the Bill Sir Robert Clayton filed againſt me in the Court of Chancery. My defence is drawn from the admiſſions on the oaths of Sir Robert Clayton, and of Sir John Greſham, Lady Greſham, and Miſs Clayton, the very perſons by whoſe advice and inſtigation thoſe Charges were advanced againſt me.

On their authority, and on their authority only, this heavy accuſation will appear to be a mere intereſted fabrication.

Many repetitions will appear in the courſe of this defence, and often in the very ſame words. Theſe are unavoidable, as they ariſe from the repetition in the Charges, and their application to different perſons: and as my Anſwer to them conſiſts principally of extracts from the pleadings, there was a propriety, and even neceſſity for uſing the ſame preciſe words.—My confinement by illneſs in the country preventing my ſuperintending the preſs, will apologize for the incorrect manner in which this narrative is printed.—

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The errors, however, are not material to the argument.

The references are made to thoſe extracts inſerted in the Appendix, and taken from a copy of the pleadings in this Suit, left with the printer, Mr. Stockdale: he will readily ſhew it to any perſon who may be deſirous to ſee it. The original Bills and Anſwers are depoſited in the Chancery Office, where they may always be examined.

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A

STATE OF THE DISPUTE

BETWEEN

SIR ROBERT CLAYTON, BART. SIR JOHN GRESHAM, BART. LADY GRESHAM, AND MISS CLAYTON;

AND

JOHN KENRICK, ESQ.

IN the month of July, 1778, Sir Robert Clayton's Solicitor, and, as Sir R. Clayton ſtiles him, confidential Agent, informed me he had a commiſſion from Sir R. Clayton to procure a purchaſer for the reverſion of the manor and borough of Blechingly, after his life, for the ſum of 10,000l. and offered it to me at that price. Articles of agreement were entered into for this ſale on the 29th of Auguſt, 1778, which were carried into exe-

 cution

cution by the uſual conveyances, dated the 3d and 4th of October, 1779.

No objection was made to this tranſaction till the month of March, 1784, when, for the firſt time, Sir R. Clayton ſaid he was informed by Sir John Greſham, that he had been groſsly impoſed upon in that purchaſe, and was adviſed by him to apply to the Court of Chancery for relief. This application was made (*fifteen months afterwards*) by Sir R. Clayton's filing a Bill againſt me in that Court, on the ſixth of June, 1785, in which he charged me with having obtained the conveyance of the reverſion of the manor and borough of Blechingly by *fraud and colluſion* with his Solicitor, and confidential Agent, for an *inadequate* conſideration. In this Bill Sir R. Clayton aſſerted he was wholly ignorant of the contents of thoſe deeds; and that he was informed by his Solicitor, at the time he executed them, they were totally different from what he, ſix years afterwards, diſcovered them to be: and that this infamous tranſaction was the reſult of a long concerted ſcheme and conſpiracy between me and his confidential Agent and Solicitor, who had, in colluſion with me, involved him in

granting annuities that we might avail ourſelves of his diſtreſs, and thereby more eaſily obtain this purchaſe.

This general accuſation is divided into ſeveral diſtinct charges, each of which ſhall hereafter be taken under diſtinct conſideration. In the mean time I ſhall premiſe ſome circumſtances which appear in the face of the pleadings in this extraordinary ſuit, which will contribute to throw very material light upon the more extraordinary conduct of Sir R. Clayton; and of Sir John Greſham, Lady Greſham, and Miſs Clayton, by whoſe advice and aſſiſtance this ſuit was inſtituted againſt me.

From theſe circumſtances it will evidently appear, that Sir R. Clayton was not *impoſed upon* in this tranſaction, or *drawn into* the execution of thoſe conveyances of the manor and borough of Blechingly in reverſion, after his life, *by fraud and colluſion*; but that this ſale was the natural reſult of his ſituation. It appears from the Bill in Chancery, filed againſt me by Sir R. Clayton, by the advice and inſtigation of Sir J. Greſham, that Sir Robert Clayton, by a very extravagant courſe of life in which his expences had, in a moſt

prodigious degree, exceeded his income, had involved himſelf in extreme diſtreſs. It is in proof, for the ſix years preceding this tranſaction, he had diſſipated 133,788l. excluſive of the incredible amount of the produce of timber cut down on his Surry and Buckinghamſhire eſtates. Under theſe embarraſſed circumſtances he was driven to the neceſſity of raiſing money. It will hereafter appear he would not raiſe that money by mortgage becauſe he would not reduce his income by the payment of intereſt, nor ſubject himſelf to a demand of the principal—neither would he raiſe money by the ſale of his eſtates during his life, becauſe he would not diminiſh his weight and influence ariſing from the reputation of his great landed property. He had recourſe therefore to the only other reſource left him, the ſale of the reverſion of his eſtates after his deceaſe. Many motives concurred to make this meaſure particularly eligible to him.—He had no children, nor any proſpect of any.—His ſiſters were in very affluent circumſtances, and they had only one child, a daughter. Their father, Sir Kenrick Clayton, becauſe they were ſo amply provided for, and becauſe they

they were females, had excluded them from taking any eventual advantage from this and other eſtates on the contingency of Sir R. Clayton's dying without iſſue; and they all either did, or affected to approve their father's diſpoſition of his affairs, and the reaſons on which he acted: and Sir Robert Clayton has aſſigned thoſe reaſons for making (to uſe his own expreſſion) his own convenience the firſt object.—I have already obſerved, that by adopting this method of procuring money he neither reduced his income, or diminiſhed his influence, both unqueſtionably great and natural objects to him in his ſituation. Beſides theſe, Sir R. Clayton had another ſtrong concurrent motive for the ſale of this particular eſtate.—He was apprehenſive the projected reform of parliamentary repreſentation, which had for its principal object the annihilation of theſe ſmaller boroughs, would deprive him of this borough of Blechingly. This apprehenſion he has often expreſſed *ſince* this ſale, and appears (as I ſhall have occaſion to ſhew hereafter) to have operated very ſtrongly, not only on his mind but that of Sir John Greſham and his ſiſters, until June, 1785, when that political queſtion was

agitated and finally negatived in Parliament. Theſe motives ſurely are natural grounds of action, and ſufficiently account for Sir R. Clayton's conduct in this buſineſs, without recurring to the infamous and improbable ſuggeſtions of fraud and colluſion between me and his confidential Agent and Solicitor, to obtain this purchaſe at an unfair and diſproportioned price. It is admitted by Sir R. Clayton, Sir John Greſham, Lady Greſham, and Miſs Clayton, the parties in this ſuit, that no diſſatisfaction whatever was expreſſed reſpecting this purchaſe for *ſix years* after it was made; on the contrary, ſeveral inſtances of the moſt poſitive approbation of the conduct of that Solicitor appear long after this affair: and I could ſhew ſeveral applications to me, which are indiſputable proofs of his living in perfect confidence with me, till March, 1784. In that month this complaint was firſt brought forward; but although, as appears in the pleadings, Sir John Greſham, Lady Greſham, and Miſs Clayton, offered to bear the expences of the ſuit in Chancery to reſcind this purchaſe, and to advance the money to re-purchaſe this eſtate, that Bill was not filed till June 6,

1785,

1785, *fifteen months afterwards*, when the queſtion about the reform of Parliament, *which was during that interval depending*, was *finally negatived*. Perhaps that circumſtance may account for ſuch an extraordinary delay in bringing forward the Bill in Chancery, as well as the *neglect of Council*, or *the hopes and expectations of an amicable ſettlement*, which, certainly, during that interval of fifteen months, never was attempted. In March, 1784, an offer was made to me to re-purchaſe this eſtate by paying me the principal conſideration-money I had paid for this purchaſe, with *ſimple* intereſt. Even the Court of Chancery, in ſuch caſes of reverſions, allows *compound* intereſt; and Sir R. Clayton, Sir J. Greſham, Lady Greſham, and Miſs Clayton, offered nothing in compenſation of the acknowledged improved value of this eſtate, both from the queſtion being *negatived* reſpecting the reform of Parliament ſince the purchaſe, and from the encreaſed general value of eſtates ſince the peace. This, ſo far from being an amicable offer for a ſettlement of this diſpute, could only be conſidered as a *legal tender* on which they propoſed to ground their hoſtile Suit in

Chancery, and as ſuch was rejected the moment it was made. No treaty or offer was made from that time till after Sir R. Clayton's Bill againſt me was filed, *and a Suit in Chancery againſt him, Sir J. Greſham, Lady Greſham, and Miſs Clayton, in the nature of a Croſs Bill, was brought by me in November*, 1785. The end propoſed by me in inſtituting that Suit, was to compel them either to retract the charges ſo ſolemnly advanced againſt me in their Bill in Chancery, or ſupport them by perjury. They were aware of the danger of the latter, and very prudently ſubmitted to the diſgrace of adopting the former part of this alternative. This meaſure, however, was too mortifying to be taken without firſt making every effort to evade it. The firſt plan was to take the chance of ſuch advantages as might ariſe from delay, and was executed with great profeſſional ingenuity and dexterity of practice by the perſons concerned on the part of Sir R. Clayton, Sir J. Greſham, Lady Greſham, and Miſs Clayton. My Bill, I have obſerved, was filed in November, 1785. Repeated applications were made to me from Sir R. Clayton's, Sir J. Greſham's, Lady Greſham's,

Greſham's, and Miſs Clayton's Solicitors, for further time to put in their anſwers. Theſe applications muſt appear very extraordinary from perſons whoſe ſole buſineſs, in ſuch anſwers, was to give an account of *their* own complaint againſt me, and which they, at leaſt, had already had nineteen months time to prepare. I complied with theſe requeſts till I found they were merely, and meanly, made for delay. I then told them they might have any time they pleaſed; but I expected, at that time, the anſwers ſhould be put in. They took the time, and broke the condition on which I had conſented to allow it. At laſt, finding I would not be trifled with any longer, they had recourſe to the little ſubterfuges of the profeſſion to obtain, by management, that farther delay they could no longer expect from my conſent. They put in evaſive anſwers. To theſe anſwers my Council took *two hundred and eighty-four* exceptions, viz. one hundred and fifty-eight to the anſwer of Sir R. Clayton, and one hundred and twenty-ſix to thoſe of Sir J. Greſham, Lady Greſham, and Miſs Clayton. Every one of theſe exceptions were allowed to be valid; and after a ſevere litigation they were compelled to put

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in more ſatisfactory anſwers, in October, 1787. In theſe they admitted *ſixty-eight* out of *ſeventy* particulars, of which the Bill againſt them was compoſed. Thoſe two remaining particulars Sir R. Clayton ventured to deny, being matters of private converſation between him and his Solicitor only, of which he concluded there could be no evidence. Fortunately for me, however, he has admitted facts inadvertently, which prove deciſively *one* of theſe two particulars—and the *other* he admits, as far as it affects the merits of the queſtion between us. I ſhall hereafter take notice of theſe when I come to conſider more particularly the ſeveral charges brought againſt me by Sir R. Clayton's Bill, every one of which I ſhall be able to ſhew from their own anſwers, upon oath, are wholly falſe and unfounded. Sir R. Clayton, Sir J. Greſham, and Miſs Clayton, were ſo ſenſible of the diſgraceful manner in which this attack on me muſt terminate; that their Solicitor very wiſely attempted to induce me to decline inſiſting on their putting in their anſwers, by offering to pay my coſts, not only in the Suit brought againſt me by Sir R. Clayton, but in that Suit alſo inſtituted

ſtituted by me in nature of a croſs bill againſt them. I was certainly perfectly diſpoſed to accommodation; but I could not, in common prudence, accept the offer of putting an end to the Suits between us on any terms that would deprive me of the evidence of Sir R. Clayton's, Sir J. Greſham, Lady Greſham, and Miſs Clayton's anſwers, which only could protect my purchaſe from a future litigation, and defend my character from their preſent infamous conſpiracy to deſtroy it. Theſe points have been, I truſt, ſufficiently ſecured by their anſwers, and by their ſubmitting to have their Bill diſmiſſed by the Court of Chancery, with coſts, without one ſingle decent effort to ſupport even one ſingle charge in it.

CHARGE I.

States, that I, well knowing that the right, or franchiſe, of voting for members of parliament for the borough of Blechingly, was annexed to Sir R. Clayton's burgage houſes in the ſaid manor and borough, formed a ſcheme to procure a conveyance of the reverſion of the ſaid manor and burgage houſes at an under value.—See Sir Robert Clayton's Bill, page 4, line 36, &c.

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I admit that I perfectly knew that this franchiſe was annexed to the manor and meſſuages as ſtated in this charge; and I alſo acknowledge this franchiſe was the principal object of my purchaſe; and that I would not have bought this eſtate if that franchiſe had not been annexed to it. Sir R. Clayton admits, on his oath, that this eſtate, on an average of twenty years preceding this purchaſe, did not produce more than 100l. a year *. Could any man in his ſenſes give 10,000l. for the reverſion of an eſtate of ſuch a yearly produce without ſome collateral circumſtance of value attending it? That circumſtance was this franchiſe; and Sir R. Clayton, on his oath, admits the greateſt part of the price, 10,000l. given for this purchaſe was conſidered as paid for the reverſion of this eſtate, with the franchiſe of election annexed to it †.

The ſecond part of this charge is, that *I formed a ſcheme* to procure this eſtate at an *under value*.

Sir Robert Clayton, Sir J. Greſham, Lady Greſham, and Miſs Clayton, admit, on their

* Appendix, No. I. † Ibid. No. II.

oaths,

oaths, that I, *before* this tranſaction, *re-purchaſed annuities* for the ſole benefit of Sir R. Clayton, granted by him for *his* life, for *ſix* years purchaſe to Mr. Manners *. This admiſſion proves the abſurdity of this part of the charge. If *I had formed ſuch a ſcheme*, was it poſſible that I ſhould have extricated him from that diſtreſs I found him involved in? Was it not my intereſt to have kept him in that ſituation, that I might have availed myſelf of his embarraſſment, to have, as he ſtates it in another place, compaſſed this meaſure? I am alſo charged with *forming this ſcheme* in colluſion with Mr. Collet, Sir R. Clayton's Solicitor and confidential Agent, with the ſame views. If this was true, would he have adviſed Sir R. Clayton to retrench his expences; to live within his income; to lay his affairs before his family; and, as he would neither raiſe money by mortgage, or ſale of his eſtates during his life, particularly to change his plan, and inſtead of granting annuities for *ſix* years purchaſe on his *own* life, to grant them on the lives of *purchaſers* at *thirteen and a half and ſixteen*

* Appendix, No. III.

years purchaſe, by which, beſides the great additional difference of price gained, he preſerved a fair chance, and even a great probability of ſuch annuities falling in to him, in aid of his income, at a future period of his own life? The ſum raiſed by thoſe annuities was 17,133l. 6s. 8d. The annuities amounted to 1070l. a year, conſequently Sir R. Clayton raiſed this money at rather leſs than 6l. 5s. *per cent.* and without ſubjecting himſelf to the re-payment of the principal, or leaving it a charge on his eſtate. It is true the contingent annuity of 700l. a year, mentioned in the pleadings, *poſſibly* might become payable; but as 450l. a year, part of the above annuity of 1070l. was on *joint* lives only, and older lives than the annuitant of 700l. a year, it was moſt probable that 450l. a year would fall in before the contingent annuity of 700l. would become (if ever) payable; and if from that annuity of 1070l. is deducted the annuities Sir R. Clayton bought on *ſellers* lives (as ſtated in the pleadings) for 2,600l. part of the above ſum of 17,133l. 6s. 8d. it leaves an outgoing of 620l. a year for 14,500l. being little more than 4l. 5s. *per cent.* and in this caſe alſo the

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principal never was payable, or charged on the eſtate. Was this management of Mr. Collett calculated to diſtreſs Sir R. Clayton? Or can Sir John Greſham, who ſo boldly ſets up his pretenſion to the reverſion of Sir R. Clayton's eſtates as his *heir apparent*, complain that Sir R. Clayton's eſtates were not encumbered with a charge of ſo large a ſum? Theſe facts are a full confirmation of the ample teſtimony of the approbation of Mr. Collett's ſervices to him, given in the letters which appear in the following pages. —Sir J. Greſham admits, on his oath, he cannot point out any miſconduct of Mr. Collett's, except in the part he had in this tranſaction between Sir R. Clayton and me, in which Sir J. Greſham *conceived* he had groſsly impoſed on Sir R. Clayton: and yet he is forced to acknowledge, under this charge, a calculation, which proves Mr. Collett obtained for Sir R. Clayton more than the value of the reverſion at the time of the agreement. Theſe facts are admitted by Sir R. Clayton on his oath *; and ſuch an admiſſion is, in itſelf, the moſt com-

* Appendix, No. IV, and V.

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plete refutation of this charge. The remainder of this article reſpects the *value* of this purchaſe; and as the 6th, 10th, 11th, and 12th charges are confined to this particular point, I ſhall conſider them altogether in this place.

Sir R. Clayton aſſerts the value of this manor and burgage meſſuages to be 40,000l. or 30,000l. in *poſſeſſion*; and 30,000l. or 25,000l. at leaſt, in *reverſion*. How can one and the ſame eſtate have two ſuch different values? It is evident, if 40,000l. is the true value of it in poſſeſſion, 30,000l. is 10,000l. leſs; as if 30,000l. be its true worth, 40,000l. is 10,000l. more than its true value. The ſame obſervation is applicable to the reverſion of it. If 30,000l. is a fair price, 25,000l. is 5,000l. leſs than its value; and if 25,000l. is its true worth, 30,000l. is 5,000l. above it. And taking the value of the eſtate in poſſeſſion at 30,000l. and the value of the ſame eſtate in reverſion at 30,000l. (and ſo they are here ſtated) there is an evident abſurdity in making the ſame eſtate in *poſſeſſion* and *reverſion* of equal value. The whole, therefore, of this valuation has no foundation in any principle of calculation. The true

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and fair value of this purchaſe, however, may be collected from the anſwers, on oath, of Sir R. Clayton, Sir John Greſham, Lady Greſham, and Miſs Clayton. They all admit, in their ſeveral anſwers, that it appears, from a book publiſhed by Mr. Morgan, Actuary to the Society for equitable Aſſurances on Lives and Survivorſhips, that 10,000l. improved by accumulation of intereſt, for a term of years equal to the probability of Sir R. Clayton's life, at that time aged thirty-eight years, will amount to 32,500l. and upwards *. They admit alſo that James Horsfall, Charles Brand, and William Morgan, are perſons well ſkilled in calculations, and they all agree.

Here then is the moſt explicit admiſſion, on their oaths, that 10,000l. paid by me to Sir R. Clayton, entitles me to the reverſion of an eſtate, after his life, of the value of 32,500l. The computation, on which the value of 32,500l. is formed, ſuppoſes the intereſt of money, at that time, to be 5 *per cent.* but it is a matter of the moſt public notoriety, that money was of much greater

* Appendix, No. VI.

value at that period. Even Sir R. Clayton is forced to admit, on his oath, that money could not be raiſed, at that time, at that rate of intereſt, without giving a premium *. It is equally well known, that if, at that time, 10,000l. which was the conſideration-money I paid for this eſtate, to Sir R. Clayton, had been laid out in Bank 30 years annuities of the year 1777, and the dividends had been ſuffered to accumulate, for a term of years, equal to the probability of Sir R. Clayton's life, who was then thirty-eight years old, it would have amounted to upwards of 40,000l. beſides the value of thoſe annuities, and their accumulating dividends, for ſeveral years after. I appeal to every Banker, and Stock-broker, for the truth of this aſſertion; and I can ſhew this very ſum of 10,000l. was prepared to be laid out, in thoſe annuities, at that time, as Sir R. Clayton, or any other perſon, might have done, if they pleaſed. As thoſe Bank Annuities are *Government Securities*, I have a right to ſtate their value as a market value; and conſequently I muſt be entitled, from the circumſtances of the times,

* Appendix, No. VII.

which

which created that value, to a ſum exceeding 32,500l. in the proportion the market value exceeded at that time the value of money, as computed at 5 *per cent.* only, in the calculation above-mentioned, of Mr. Morgan. Or, in other words, I ought to have purchaſed an eſtate of much greater value; or have paid a much leſs ſum for this eſtate, than I have done. This reaſoning is ſupported by two well-known facts, the ſale of two ſimilar borough eſtates. One of theſe was ſold ſoon after I made my purchaſe for leſs than 25,000l. the other for 30,000l. The different periods of time (the firſt in the midſt of the war, and the laſt after the peace) and the different value of money, at thoſe times, ſufficiently account for the different prices, excluſive of that increaſed value, which Sir R. Clayton, Sir J. Greſham, Lady Greſham, and Miſs Clayton, on their oaths, admit to have ariſen from the political queſtion reſpecting the parliamentary reform having been, ſince the purchaſe, finally *negatived* *. I cannot conclude this article without obſerving, that Mr. Horsfall's calculation was delivered in writing, to Sir John Greſham,

* Appendix, No. VIII.

fifteen months before this Bill, in Chancery, was filed againſt me, by his advice; and for which Bill he perſonally aſſiſted in preparing the inſtructions. This appears in Sir John Greſham's anſwer on oath *.

CHARGE II.

States, that it was reſolved, by and between me and the ſaid R. Collett, that ſuch conveyance of this reverſionary eſtate, might more eaſily be obtained, if the ſame ſhould appear to be for the benefit of ſome other perſon, than if I ſhould appear to be the purchaſer thereof; and therefore it was reſolved, that the ſaid R. Collett ſhould take an opportunity of obtaining ſuch conveyance to ſome proper perſon who could be confided in for declaring himſelf a truſtee for me.— See Sir R. Clayton's Bill, page 5, line 21, &c.

I cannot give a better anſwer to this Charge than to ſay, that truſtee was Mr. Holliday, a Gentleman of the firſt diſtinction in his profeſſion, as a lawyer, and a man of

* Appendix, No. IX.

well-

well-known honour and integrity. Could ſuch a man do an irregular or diſhonourable act? Their own ſenſe of this buſineſs is ſufficiently evident from their conduct towards him. The forms of the Court of Chancery made it neceſſary to make him a party to the Bill they filed againſt me, but they paid him the uncommon compliment of informing him, they would not give him the trouble of giving his evidence in the cauſe.

It is poſſible, however, Sir R. Clayton might have other reaſons for attempting, by this meaſure, to deprive me of the benefit of Mr. Holliday's teſtimony. He knew Mr. Holliday could not only have proved the fairneſs of this particular tranſaction, but other acts of friendſhip towards Sir R. Clayton, in which he had given me his aſſiſtance as my private as well as profeſſional friend. To uſe the name of a truſtee is the common practice; it cannot be attended with any one inconvenience. A truſtee is equally accountable for his conduct, nor can he ſcreen the conduct of his principal; and that capacity cannot make either of them leſs amenable to an enquiry into it. If the character of Mr. Holliday would not alone put any tranſaction,

to which he had given the ſanction of his name, above all ſuſpicion, ſurely the perſonal compliment paid to him, muſt amount to a clear refutation of this charge. A compliment of a higher nature, as the calling for his evidence was an act of courſe, and never could be conſidered as an act of indelicacy towards him.

CHARGE III.

States, that in conſequence of ſuch reſolution, the ſaid R. Collett prepared the conveyances of this reverſionary eſtate.—See Sir R. Clayton's Bill, page 5, line 28.

This Charge hardly deſerves a ſerious anſwer. In caſes of litigation, there would be a manifeſt impropriety in both parties employing the ſame Council and the ſame Solicitor: but where there is no diſpute, and nothing is left to lawyers but to carry their agreement into execution, in the uſual forms of law, it is a very common practice, that the ſame Conveyancer, and the ſame Solicitor, ſhould conduct the buſineſs on behalf of all parties.

Whether

Whether Mr. Collett, or any other perſon, was employed as Solicitor, muſt have been a matter of indifference. I relied on Mr. Holliday, to ſee my purchaſe was properly ſecured to me, both in title and legal forms; and if he approved the deeds, it was perfectly immaterial to me who prepared them. I certainly, however, as appears in the pleadings in this cauſe, directed Mr. Collett to ſend the neceſſary materials to Mr. Holliday, that he might prepare the conveyances. Mr. Holliday having, for profeſſional reaſons, ſtated in the pleadings, declined preparing the conveyances which he was to ſettle in the capacity of Council, I conſented to Mr. Collett's being employed to draw theſe deeds, conſidering, as he muſt neceſſarily be well acquainted with the buſineſs, in order to prepare the abſtract of the title, it would be better for him to prepare the deeds, to be laid before Mr. Holliday, for his approbation, than to have that part of the buſineſs tranſacted by ſome other Solicitor, who muſt be a perfect ſtranger to the ſubject matter. Beſides this motive for doing what I, neither at that time, or now, ſee the leaſt objection to, I had a further inducement. I thought it a

point of delicacy not to expoſe Sir R. Clayton's ſituation more than it was abſolutely neceſſary to do. And as it was both my intereſt, and inclination, to live upon fair terms with him, I wiſhed to ſhew him an attention in this particular, he might, with other acts of friendſhip, recollect at a future day.

CHARGE IV.

States, that Sir R. Clayton, at the time of executing theſe deeds, did not fully know the contents thereof, and that the ſame were ſuch an abſolute ſale: but that ſuch deeds were produced, ready engroſſed for execution, without having been approved of by any perſon of the profeſſion of the law, on behalf of the ſaid Sir R. Clayton, other than the ſaid R. Collett, his Attorney, or Agent, who then acted generally in the ſame capacity for, and was in this buſineſs more particularly my Agent.—See Sir R. Clayton's Bill, page 6, line 6, &c.

Nothing can equal my aſtoniſhment at this Charge, but that which ariſes from this moſt extraordinary fact, that the ſame perſons who have been profligate enough to bring it forward,

forward, ſhould have enabled me to contradict every particular of it, on the authority of their oaths, in the moſt direct and poſitive manner. It appears from Sir R. Clayton's anſwer, on his oath, he was, at the time of executing thoſe deeds, *informed of*, and that he *underſtood* the contents of them, and that they were a conveyance of the reverſion in fee, and an *abſolute ſale* for the price therein mentioned *. This admiſſion is made in the moſt expreſs unequivocal manner, in the anſwers, upon oath, of Sir John Greſham, Lady Greſham, and Miſs Clayton. And all of them admit alſo, on their oaths, that this abſolute ſale was made by the conſent and authority of Sir R. Clayton.

Sir R. Clayton alſo, and Sir J. Greſham, Lady Greſham, and Miſs Clayton, upon their oaths, in their anſwers, acknowledge the drafts of theſe deeds were *ſettled* by Mr. Fearne, or Mr. Holliday, Barriſters at Law †. Both theſe Council are more particularly converſant and conſulted in this particular line of the profeſſion as Conveyancers. The remainder of this Charge, trifling as it is in

* Appendix, No. X. † Ibid. No. XI.

itſelf, gives me more uneaſineſs than all the Charges in the Bill beſides, as it is denied on the oaths of Mr. Collett and myſelf only.—Every other Charge is flatly contradicted by the oaths of Sir R. Clayton, Sir J. Greſham, Lady Greſham, and Miſs Clayton, the very perſons who ſo unjuſtifiably invented them. Mr. Collett and I peremptorily ſwear, Mr. Collett never was concerned for me, as Attorney or Solicitor generally, or in any reſpect whatever, prior to this tranſaction; and Sir R. Clayton, Sir John Greſham, Lady Greſham, or Miſs Clayton, have never dared to contradict us, or to maintain this ſhameful and wicked ſuggeſtion: and if the fact had been true, they could have compelled Mr. Collett to have furniſhed them with the proof of it, and had the triumph of convicting both of us of groſs perjury.

CHARGE V.

States, that Sir R. Clayton, at the time of the execution of ſuch deeds, conſidered the ſame as ſecurities only, for the money advanced to him. And it was not before, or at that time, repreſented to him that the ſame were an abſolute conveyance of the ſaid eſtates

eſtates in reverſion; and that he would not have executed the ſame, if he had known the ſame to be ſuch an abſolute conveyance. —See Sir R. Clayton's Bill, page 6, line 21.

After the admiſſions I have already produced, on the oaths of Sir R. Clayton, Sir John Greſham, Lady Greſham, and Miſs Clayton, in the preceding article, that Sir R. Clayton knew theſe conveyances were deeds of abſolute ſale; and that this ſale was made by his conſent and authority, it may ſeem unneceſſary to give any other anſwer to this Charge. This is, in fact, a repetition of the former Charge: but as it appears here in a new light; and this hitherto acknowledged *ſale* is now turned into a *ſecurity*, or *mortgage*; and as this fiction of a mortgage, with all the ingenious circumſtances invented to ſupport it, is made the principal ground of this infamous attack on my fortune and character, I think it neceſſary to enter into a more detailed conſideration of it.

I ſhall, in the firſt place, conſider it on the ground of probability. In the year 1778, according to Sir R. Clayton's account of this matter,

matter, Mr. Holliday advanced 2,000l. on *no ſecurity*, or *without a ſufficient ſecurity*. A few months after, he lends 2,000l. more *on no ſecurity*, or, at leaſt, *an inſufficient ſecurity*. And, afterwards, a further ſum of 6,000l. on a ſecurity of the *reverſion*, after a life of thirty-eight years only of an eſtate, which Sir R. Clayton admits, produced no more than 100l. a year. What could induce Mr. Holliday, at a time when no man would lend money on the beſt ſecurity, to lend ſuch ſums *on no ſecurity*, or, at leaſt, *an inſufficient ſecurity*, without any one apparent or ſuggeſted motive whatever? Is it probable that Mr. Holliday, eſpecially conſidered in the light of a *Truſtee* and a *Conveyancer*, whoſe profeſſional duty it was to take care his clients did not advance, or pay money, but on good and ſufficient titles, or ſecurities, ſhould be ſo careleſs as to lend ſuch conſiderable ſums on no, or, at leaſt, inſufficient ſecurity; or be ſo ignorant as not to diſtinguiſh between an abſolute ſale and a mortgage? Is it probable that I ſhould lend that money on a mortgage without a ſecurity, or with an inſufficient ſecurity, eſpecially at a time when, by laying out that money (10,000l. in the funds,

ſunds on *Government Security*) I could have made upwards of 40,000l. which I ſhall ſhew Sir Robert Clayton himſelf has not ventured to deny? But ſuppoſing for a moment I could have been adviſed, or conſented to ſuch a meaſure, is it poſſible I could have advanced 10,000l. not only on no ſecurity, or on an inſufficient ſecurity, but on ſuch a ſecurity which Sir R. Clayton himſelf admits to have produced, on an average of twenty years preceding this purchaſe, only 100l. a year *. And yet to compaſs this object, I am charged ſolemnly, in a Court of Juſtice, with entering into a groſs conſpiracy with Sir R. Clayton's Solicitor and Confidential Agent. Having conſidered this Charge hitherto on the ground of probability and argument, I ſhall examine it further on the authority of Sir R. Clayton, Sir J. Greſham, Lady Greſham, and Miſs Clayton, on their oaths. Sir R. Clayton poſitively aſſerts, that Mr. Collett actually *deterred* him from raiſing money by *mortgage*, by ſuggeſting his family or political enemies might procure an *aſſignment* of it to diſtreſs him, by calling on him

* Appendix, No. XII.

for

for the principal or intereſt *. He aſſerts alſo, it would have been *inconvenient to* him even to *have paid the intereſt only*; and that he *anxiouſly recommended it* to Mr. Collett to raiſe this money in a way that would not leave him *expoſed to any payment of intereſt*, or *demand of the principal* †; and that he was greatly pleaſed with the manner in which it had been raiſed. It is alſo a part of the 9th Charge, that Mr. Collett, in colluſion with me, had recommended this *ſale*, inſtead of a *mortgage*; and that the ſuggeſtion of Sir R. Clayton's being diſtreſſed by an aſſignment of a mortgage, was artfully thrown out to induce him to raiſe this money by *ſale*, rather than by *mortgage* ‡. Sir R. Clayton, Sir J. Greſham, Lady Greſham, and Miſs Clayton, have, in their anſwers on oath, repeatedly acknowledged that Sir R. Clayton knew it was a *ſale* both before, and at the time the conveyances were executed §. It cannot, therefore, be a mortgage; for it cannot be both a mortgage and a ſale. How will they reconcile ſuch flat contradictions? In their firſt

* Appendix, No. XIII. † Ibid. No. XIV. XXXII. ‡ Ibid. No. XV. § Ibid. No. XVI.

anſwer

anſwer they admit, on their oaths, that the articles of agreement for the *ſale* of this reverſion *in fee*, and the conveyances of the reverſion in fee, were *duly* executed, *as ſtated by me*, in the Court of Chancery *. And they give this admiſſion of ſuch *due execution* of thoſe conveyances, or deeds of ſale, as the reaſon why it was contended, on their part, that my application to the Court of Chancery, for the confirmation of this ſale, ſhould be rejected, becauſe that reverſion could not want confirmation, that was admitted to be *duly conveyed already, as ſtated by me*, by thoſe deeds of ſale I ſhall conclude this article, by quoting a paſſage from Sir R. Clayton's anſwer, on oath, that is particularly pointed, and muſt put this matter beyond the poſſibility of doubt. He ſwears poſitively, that no *intereſt* was ever paid by him, or demanded of him, *by reaſon it never was really conſidered as a mortgage* †.

* Appendix, No. XVII. † Ibid. No. XVIII.

CHARGE

CHARGE VI.

States, that Mr. Collett took occaſion to inſinuate to Sir R. Clayton, with my privity and direction, that Boroughs were about that time ſold for 10,000 *l. which inſinuation was groſsly falſe, and calculated to impoſe on him.*—See Sir R. Clayton's Bill, page 6, line 33.—This Charge has been conſidered under Charge I.

CHARGE VII.

States, that the deeds of conveyance of this reverſionary eſtate, were executed in a ſecret *and* private *manner without the privity of Sir R. Clayton's near relations, and with* unuſual hurry and expedition, *leſt it ſhould have come to the knowledge of his near relations, who, by their kind advice and interference, would have prevented it.*—See Sir R. Clayton's Bill, page 6, line 39.

That Sir R. Clayton, on his part, conducted this tranſaction with ſecrecy and privacy, he admits on his oath; and that he directed the ſale of this eſtate to be made by *private*

private contract *, and a contract as *private as poſſible*; and after it was ſold, that he requeſted me to keep this ſale a ſecret. In his ſituation this conduct was certainly very natural, and I think equally prudent. To have publiſhed Sir R. Clayton's diſtreſſed circumſtances, which impelled him to make this ſale, would have been prejudicial to his intereſts. The concealment of this act of neceſſity left him in poſſeſſion of all the credit and influence which the reputation of the poſſeſſion of that eſtate could give him. But how is this conduct, however it may be conſidered with regard to him, an imputation on me? It was his conduct of himſelf, evidently not mine. But it is objected alſo that *I* concealed this tranſaction. I certainly wiſhed to conceal it from my father, and therefore uſed Mr. Holliday's name. This reaſon related to me only, and not to him. My father, who was very far advanced in years, had offered to give up to me, in his life time, that proportion of his fortune he propoſed to give me at his deceaſe, if I found any purchaſe which I might wiſh to make.

* Appendix, No. XIX. XX.

I applied to him on this occaſion; but, as he was one of thoſe perſons who ſanguinely wiſhed for that reform of parliamentary repreſentation, that would annihilate theſe ſmaller boroughs, and as my father firmly believed that would be the event of the political queſtions then in ſome meaſure in agitation, he with great warmth refuſed his aſſiſtance for this purpoſe, and inſiſted on my giving up all thoughts of ſo unproductive and hazardous a purchaſe. But, although this was my wiſh, as well as Sir R. Clayton's, with regard to the world at large, and under theſe circumſtances to my father, I did not conceal this from my few private friends (which is notorious,) nor from his uncle, Mr. Clayton, who was materially intereſted in this eſtate. I certainly informed Mr. Clayton, his *uncle*, of his intentions to *ſell* the reverſion of his eſtates, and I gave him leave, if he found it neceſſary, to produce my authority for this information. The profeſſed purpoſe of this communication was to ſhew, that Sir R. Clayton was under the neceſſity of *ſelling* this reverſion. When the firſt complaint againſt me was made reſpecting this purchaſe, Sir J. Greſham,

ſham, Lady Greſham, and Miſs Clayton, *reproached* me for this communication; and the two laſt ſaid it was an *inſult* to offer it to Mr. Clayton, who I muſt know could not make the purchaſe. I aſſert I did not know he could not buy it; on the contrary, I knew he had a few years before ſold part of his eſtate in Surry, to purchaſe an eſtate in the town of Marlow to ſtrengthen his intereſt in that borough; and I knew juſt ſo much of his affairs from this fact, as to know he might have taken the ſame meaſure in the preſent inſtance. Is it not evident from this circumſtance, that Sir J. Greſham, Lady Greſham, and Miſs Clayton, were acquainted with this communication, and yet they have denied this on their reſpective oaths. It is true, indeed, they have ſince done me the juſtice to rectify this miſtake upon a later recollection of this matter, which has been communicated to me by their Solicitor, with a ſmall variation, viz. that they underſtood my information was *confined* to Sir R. Clayton's Buckinghamſhire eſtate. Surely this is a clear refutation of this Charge on their own evidence. Mr. Clayton, Sir J. Greſham, Lady Greſham, and Miſs Clayton, *all*

his near relations, i. e. his two ſiſters and brother-in-law, and uncle, were informed of this tranſaction, and were informed by and through *me*. Why did not they make this purchaſe? Mr. Clayton told me he could not buy it becauſe he could not reduce his income. Lady Greſham and Miſs Clayton mentioned a different reaſon affecting them. Sir Kenrick Clayton, their father, had paſſed them over in the diſpoſition of his affairs, and given this eſtate to Mr. Clayton, their uncle, (of which Sir R. Clayton had cut off the entail) becauſe they were *females*. They ſaid they approved their father's reaſon, and, as their only child was a *female*, copied (I ſuppoſe) his conduct, and would not buy it; but if one near relation could not, and the other near relations would not make this purchaſe, how were they prevented from offering their brother their kind advice, and interpoſition, to have prevented his ſelling this eſtate to any other perſon? They might have done this with great propriety after the information his uncle had received from me, which they acknowledge they were acquainted with; and more eſpecially as I had left his uncle at liberty, if he thought it neceſ-

ſary, to make what uſe he choſe of my communication, and on my authority. The next part of this Charge is, that this execution of the conveyances to me was tranſacted with *unuſual hurry and expedition*, that his near relations might be kept in ignorance of it leſt they ſhould by their kind advice and interference have prevented it.

It is very extraordinary, indeed, this Charge ſhould have been brought by perſons who *muſt* have known the following deciſive facts. Sir R. Clayton ſwears this tranſaction was not conducted with any unuſual or particular hurry or expedition *. And Sir R. Clayton alſo, on his oath, admits the offer of this eſtate was made to me *before* the 28th of Auguſt, 1778. This is, indeed, ſelf-evident; for the offer muſt have *preceded* the contract which bears that date; and he alſo admits, on his oath, that from the *nature of the caſe* †, *I took time* to conſider the offer, that the articles of agreement for this purchaſe were executed on the 28th of Auguſt, 1778 ‡; and that the conveyances were executed on the 4th of October, 1779, *i. e.*

* Appendix, No. XXI. † Ibid. No. XXII.
‡ Ibid. No. XXIII.

fifteen months afterwards; and that thoſe deeds were executed on the 4th of October, 1779, by an appointment made by a letter dated September 12, 1779, *i. e.* by an appointment of *twenty-three days* ſtanding *, which is acknowledged by Sir R. Clayton, Sir J. Greſham, Lady Greſham, and Miſs Clayton, and at his own houſe. He admits alſo, on his oath, that during the interval of *fifteen* months (*i. e.* between Auguſt 1778 and October 1779) two recoveries were ſuffered by him; two deeds in conſequence of them were executed by him, dated February 18, 1779, and June 14, 1779; that he procured the ſurrender of twenty-five burgage votes, by twenty-five applications by letters, from twenty-five perſons; and that ſome or all of them were reconveyed to other perſons for *joint* lives †. The deſign of granting theſe burgage houſes for *joint* lives is obvious. If they were granted for ſingle lives, the grantees would have held them for *their* lives even after the deceaſe of Sir R. Clayton; and, conſequently, my reverſion would have been ſuſpended during their lives, inſtead of

* Appendix, No. XXIV. XXV. † Ibid. XXVI. XXVII.

falling in to me according to the terms of my purchaſe at the death of Sir R. Clayton. This laſt circumſtance proves, beyond a doubt (if Sir R. Clayton had not by his admiſſion on oath made it unneceſſary) that he perfectly underſtood the nature of the tranſaction between him and me; for to what poſſible purpoſe could the change of *ſingle* lives into *joint* lives be (*one of which always was Sir R. Clayton's*) but to ſecure to me the reverſion of the borough and manor of Blechingly (he had ſold to me) on his death. This is ſurely a moſt deciſive fact. It appears, therefore, on Sir R. Clayton's own admiſſion, on oath, that *thirty-three perſonal* acts were done by him, excluſive of thoſe neceſſary for reconveying the votes called in, the number of which I do not recollect, but which probably were as many as there were before, which would increaſe the number of perſonal acts (for ſuch they are in their own nature, and ſuch he admits them to be) to *fifty-eight*. And it alſo appears from his admiſſion, and the dates of the deeds, this tranſaction took up *fifteen months*, the agreement being dated Auguſt 28, 1778, and the laſt deed October 4, 1779.

CHARGE VIII.

States, that no counterparts *of the conveyances, dated 3d and 4th of October, 1779, or of the agreement, dated Auguſt 28, 1778, were executed, or if they were, they were left in the hands of Mr. Collett, and not delivered to Sir R. Clayton till the ſame were lately called for by him.*—See Sir R. Clayton's Bill, page 7, line 5.

As I did not think of making the execution of the counterparts the ſubject of an interrogatory to Sir R. Clayton, he is ſilent as to this point in his anſwer, otherwiſe he muſt have admitted ſuch counterparts were executed. It appears, however, from the pleadings, that there were ſuch counterparts; and that they were delivered by Sir R. Clayton's order to Sir John Greſham in March 1784. As Mr. Collett was the perſon who attended the execution of the deeds and *counterparts* on the part of Sir R. Clayton, he in courſe retained the counterparts: he could not leave both parts with me. Sir R. Clayton ſtates, in his Bill, Mr. Collett had been long before, and was at the time of the

execution

execution of theſe deeds, his Solicitor and Confidential Agent. He ſhould have called for them if he did not mean to have left them with Mr. Collett, with other deeds and papers. The moment he did call for them they were delivered up. If he did not think fit to call for them *till lately*, as the Charge ſtates, (and which admits ſuch counterparts had been executed and *left* in Mr. Collett's hands till they were called for) how can he complain of Mr. Collett's keeping them? He was his Agent, and could not part with them, without a breach of truſt, to any third perſon, without Sir R. Clayton's orders. But, ſuppoſing Sir R. Clayton has reaſon to complain of his Solicitor's keeping his deeds, he cannot complain of me. I had no right to keep them, or diſpoſe of them, or even to enquire what became of them. I was the only perſon in the world in whoſe hands they could not have been depoſited.

CHARGE IX.

States, that Mr. Collett recommended it to Sir R. Clayton to ſell *the reverſion of this eſtate; that on ſuch occaſion he told Sir R. Clayton*

Clayton I *would become the purchaſer, but that he declared he would not ſell it, and particularly not to* me.—See Sir R. Clayton's Bill, line 12.

In a former Charge (Charge V.) Sir R. Clayton maintains, and makes it one of the grounds of his application to the Court of Chancery for relief, that this was a *mortgage*, and not a *ſale*.

In a former Charge (ſee Sir R. Clayton's Bill) he aſſerts, *I* was never mentioned during this treaty with Sir R. Clayton. Here, therefore, he inadvertently admits, in direct contradiction to himſelf, this was originally intended as a *ſale*, not a *mortgage*; and that *I* was named as the *purchaſer* *. It remains therefore only to inquire into that part of this Charge, that aſſerts Sir R. Clayton declared he would not ſell it to *me*.

This is poſitively denied by Sir R. Clayton's Solicitor in this tranſaction, and no one reaſon is or can be given for a declaration of ſo hoſtile a nature to me; on the contrary there were many reaſons for preferring me to any other purchaſer. Sir R.

* Appendix, No. XXVIII. XXX.

Clayton,

Clayton, and his lady, had been under great and *moſt ſerious* obligations to me, and my brother, Dr. Kenrick. His object was to keep this ſale a ſecret: in whom could he confide ſo reaſonably for not expoſing unneceſſarily this diſtreſſed ſituation, as a friend whom he had tried, and knew from experience would keep his ſecrets? And that he did act on this confidence in me is certain from known facts, as well as general declarations. He brought me into Parliament the firſt opportunity afterwards in the year 1780. I could not have compelled him to that meaſure: and he lived in friendſhip with me, as I could ſhew from particular applications to me, till March 1784, *and till after the diſſolution of Parliament was conſidered as certain.* That date, and that circumſtance, ſufficiently account for his change of conduct. He was ſeduced, and tempted to take the advantage he thought he could derive from a new election. He has, on his oath, alſo acknowledged he never expreſſed the leaſt diſſatisfaction at any thing that had paſſed between us for four years after this tranſaction, *till this diſſolution of*

Parliament

Parliament was conſidered as certain *; *i. e.* till an *accidental* proſpect of advantage preſented itſelf, and tempted him to follow the intereſted advice of Sir J. Greſham, Lady Greſham, and Miſs Clayton, who ſeduced him by ſtill greater proſpects of advantage they held out (as Sir R. Clayton has aſſured me) into this diſhonourable conduct towards me. If, therefore, I have ſhown, not only Sir R. Clayton could have no reaſon for objecting, but on the contrary there were reaſons for preferring me as a purchaſer; if for many years after he lived in friendſhip with me, and did many acts which are a ſufficient proof of it; if that intercourſe ſubſiſted till ſo late a period as March 1784, and was then interrupted by an unexpected event only. Why is it to be ſuppoſed he could ſo early have made ſuch a hoſtile declaration againſt me perſonally? In any ſituation I was as eligible as a ſtranger; and in many reſpects more ſo, and therefore I can hardly be induced to think this part of this Charge in any degree probable. If, however, it was certainly true, it does not in

* Appendix, No. XXIX.

any

any manner affect the merits of the diſpute between us; for if there ever was a time when he made ſuch a declaration, it is evident he changed his mind, and never acted but in direct contradiction to it. And ſuppoſing ſuch a converſation actually paſſed between Sir R. Clayton and his Solicitor, How does that apply to me, who was neither privy to it, nor bound by it? I cannot cloſe this article without obſerving there is a very ſtrong preſumption againſt the truth of this part of the Charge from Sir R. Clayton's knowledge, that Mr. Holliday was a perſon who honoured me with his friendſhip. Sir Robert acknowledges my name was uſed as a perſon who would purchaſe this eſtate *. He knew, from the aſſiſtance Mr. Holliday gave me, when I repurchaſed for Sir R. Clayton the annuities he ſold to Mr. Manners, that Mr. Holliday was not only my private friend, but the Counſel I profeſſionally employed. It appears alſo in the Pleadings, that before the agreement and conveyances were executed, Mr. Collett told Sir R. Clayton, Mr. Holliday was probably

* Appendix, No. XXX.

(from

(from his known friendſhip with me) a truſtee for me. Would not any man under theſe circumſtances have inquired of him, or of me, whether he was my truſtee, which would have effectually prevented me, if he had objected to it, from being the purchaſer; neither did he expreſs the leaſt ſurprize or diſſatisfaction, when for the firſt time (as he ſtates it) he heard I was the purchaſer *. It is obſervable alſo, that Sir Robert Clayton knew theſe particulars *before* the 28th of Auguſt, 1778; and yet he never made this enquiry, as he ſays, though the conveyances were not executed till fifteen months after, *i. e.* on the 4th of October, 1779. Mr. Collett poſitively ſwears Sir R. Clayton knew Mr. Holliday was a truſtee for me, and that he was very glad to hear it for ſome of the reaſons I have already ſuggeſted.

CHARGE X.

States, that the whole of the eſtates comprized in the deeds aforeſaid are worth, in poſſeſſion, in fee 40,000*l.* *and the yearly rents thereof amount to* 403*l.* 8*s.* 2*d.*

* Appendix, No. XXVIII. XXIX.

excluſive

exclusive of heriots, fines, timber, and other valuable matters. — See Sir R. Clayton's Bill, page 7, line 19.

CHARGE XI.

States, that the fee simple of the bungage messuages on such account (i. e. *the franchise of election*) *in possession, was worth* 30,000*l.*—See Sir R. Clayton's Bill, page 7, line 37.

CHARGE XII.

States, that the reversion in fee after the death of Sir R. Clayton, was of greater value than such reversion, after the death of one life in general of his age, as he had been of an infirm state of body from the gout; and that such reversion was worth 30,000*l. or at least* 25,000*l.*—See Sir R. Clayton's Bill, page 7, line 40.

These Charges have been already considered in Charge the first.

CHARGE XIII.

States, it was very imprudent *in Sir R. Clayton to ſell this eſtate, and that it would have been more prudent to have ſold his eſtate in Buckinghamſhire.*—See Sir R. Clayton's Bill, page 8, line 14.—And

CHARGE XIV.

States, it would have been more prudent to have raiſed the ſum of 10,000l. *by mortgage, than by ſale of any eſtate, and particularly by ſale of this eſtate.*—See Sir R. Clayton's Bill, page 8, line 27.

If the imprudence of a perſon, who from choice or neceſſity, offers his eſtate to ſale, is to be imputed to a purchaſer, every man who buys an eſtate fairly, may be carried into the Court of Chancery to defend his property and reputation. How is a purchaſer to know the motives that induce or oblige a man to ſell his eſtate; or, how can he enquire into them, or even take notice of them, if he accidentally came to the knowledge of them, without the groſſeſt impertinence? With ſtill leſs propriety could he *adviſe* a ſeller what

what ſteps he ſhould take, or what mode of raiſing money he ſhould prefer. Is it not one of the principal grounds of Charge againſt me, that Mr. Collett, Sir R. Clayton's Solicitor, in colluſion with me, did *adviſe* his Client to make this ſale? How is a purchaſer to know the ſeller has an option of different ways of raiſing money? The purchaſer has only to conſider the price, title, and eſtate, and how far they are agreeable to him.

It appears from the Pleadings, if he could have raiſed it, he would not have reduced his income by paying ſo much intereſt, or ſubjected himſelf to the diſtreſs of being called on for the payment of the principal *; and that he would not have ſold his eſtates becauſe it would have leſſened his weight and influence: whereas, the ſtep he took in ſelling this reverſion was particularly eligible to him, becauſe it procured him all the accommodation he wanted without expoſing him to any one inconvenience he ſo anxiouſly wiſhed to avoid. But, ſuppoſing Sir R. Clayton imprudent, how is this a Charge on me?

* Appendix, No. XIV. XXXII.

CHARGE XV.

States, I have paid, or promiſed to pay Mr. Collett ſome extraordinary ſum of money, over and above his uſual fees, as a Solicitor, for his great ſervices in procuring this purchaſe.—See Sir R. Clayton's Bill, page 8, line 31.

This is poſitively denied by me, and that Solicitor, on our oaths, and no attempt whatever has been made to ſubſtantiate this infamous Charge.

CHARGE XVI. and Laſt.

States, there are many letters which paſſed between Sir R. Clayton's Solicitor and me, which would prove fraud and impoſition on Sir R. Clayton in procuring theſe conveyances.—See Sir R. Clayton's Bill, page 8, line 35.

To this Charge I reply, that I do not recollect any letters to have paſſed between us, or any occaſion, for them. I attended three days in the week at the Stamp-Office, where it would have been more convenient to have talked

talked than written on any matter of buſineſs, if any communication had been neceſſary between us.

Having now gone through all the *Charges* in Sir R. Clayton's Bill filed againſt me, I ſhall conſider the two points (out of ſeventy, of which my Bill, in the nature of a Croſs Bill, filed againſt Sir R. Clayton, Sir John Greſham, Lady Greſham, and Miſs Clayton, was compoſed) which Sir R. Clayton has thought fit to deny, and which have been already alluded to.

The firſt of theſe points is, whether the ſale of the reverſion of the manor and borough of Blechingly was *firſt* ſuggeſted by Sir R. Clayton, or his Solicitor. Sir R. Clayton aſſerts, his Solicitor propoſed it to him firſt. I will ſuppoſe for a moment this was the caſe, although his Solicitor moſt poſitively, on his oath, denies it, and ſwears it originated with Sir R. Clayton *. Sir R. Clayton admits he conſulted his Solicitor about the means of raiſing money for him. He muſt neceſſarily therefore mean he ſhould point out, and propoſe thoſe means. It is the very end of his

* Appendix, No. XXXIII.

conſulting him on ſuch an occaſion; and his Solicitor, by ſuggeſting this mode, gave him the opinion for which his Client profeſſedly applied to him. I think it clearly appears from the preceding ſheets, Sir R. Clayton was obliged to raiſe money: he admits it; it as clearly appears he would not raiſe money by any other means than thoſe he had recourſe to. If there was no choice of means, it is immaterial who *firſt* mentioned the only mode of doing it. I repeat, however, his Solicitor ſwears it *firſt* originated with Sir R. Clayton. But whether it was firſt propoſed by Sir R. Clayton, or by his Solicitor, how can this be any imputation on me? I ſhould not have thought it a matter of cenſure, even if *I* had, from a ſuſpicion or knowledge of his affairs, been led to ſuppoſe or know, Sir R. Clayton might have been obliged to ſell a part of his eſtate, and *I* had deſired his Solicitor to communicate my wiſh to have become the purchaſer of it. But ſurely it is ſufficient for me, that Sir R. Clayton, Sir J. Greſham, Lady Greſham, and Miſs Clayton, have *, on their oaths, acknowledged he *conſented* to this meaſure, (whether it was firſt ſug-

* Appendix, No. X. XIX.

geſted

gested by him or his Solicitor) and *authorized* his Solicitor to carry it into execution *. Has he not, on his oath, declared he never expreſſed, or had any diſſatisfaction on account of this tranſaction either reſpecting me, or what is more particular againſt his Solicitor for ſo many years after; and then not until the diſſolution of Parliament was conſidered as certain? † That period and that circumſtance effectually mark the ſpirit and reaſon of this pretended ground of attack. If he had real cauſe of complaint againſt his Solicitor, or even ſuſpicion of it, would not he have diſmiſſed him inſtantly? Has he not, on the contrary, by many letters, and one eſpecially ſo late as December 29, 1786, and long after this Bill in Chancery filed againſt me, expreſſed himſelf to be ſo particularly pleaſed with that Solicitor's conduct, as to employ him confidentially as his own Solicitor; and as Agent to the Surry Committee on the election for that county ‡? His letter of that late date is deciſive on this point. I aſſert, Sir R. Clayton has apologized to me for his conduct, and diſavowed every part of it; but his con-

* Appendix, No. XXXIV. X. XIX. † Ibid. XXXV. XX. XXIX. ‡ Ibid. XXXVI.

currence in meaſures, into which he was ſeduced by offers and promiſes (which he complains have been broken) of being extricated from his diſtreſſes by the purſe and friendſhip of Sir J. Greſham, Lady Greſham, and Miſs Clayton. I aſſert alſo, that from a ſenſe of what he called Sir J. Greſham's *tricking* conduct on this occaſion, he not only impatiently *wiſhed* for, but earneſtly *requeſted* the filing of my Croſs Bill againſt them.

The other point Sir R. Clayton has not admitted, reſpects the *manor* of Blechingly. He ſwears poſitively he never intended to ſell the reverſion of that manor; that he never authorized ſuch ſale, or knew it was included in the ſeveral deeds when he executed them. Sir J. Greſham, Lady Greſham, and Miſs Clayton, ſwear as poſitively they believe Sir R. Clayton did not know, and that he was not informed that theſe deeds conveyed the reverſion of that *manor*. Is it not moſt extraordinary that theſe *four* perſons ſhould *all* have forgotten that they had ſworn as poſitively the direct contrary ſo ſhort a time before as the 19th and 22d of July, 1786, in the *ſame cauſe*, and the *ſame Court*,

Court. They had before ſworn, "that the *Articles of Agreement*, dated Auguſt 28, 1778, for the ſale of the reverſion of the *manor*, as well as the borough of Blechingly; and the *Deeds of Conveyance*, dated October 3d and 4th, 1779, in conſequence of theſe articles were *duly executed by Sir R. Clayton, by which* he *duly conveyed the ſaid manor and borough* *;"

That this *manor* was included actually, and that Sir R. Clayton intended it ſhould be included, and conveyed by theſe deeds, appears from the following inconteſtible evidence under Sir R. Clayton's own hand.

The Articles of Agreement for the ſale of his *manor* are admitted on the oaths of Sir R. Clayton, Sir J. Greſham, Lady Greſham, and Miſs Clayton. The firſt article in this agreement is the *manor* of Blechingly, and deſcribed in theſe few words, "All that the *manor* of Blechingly, together with all its *manerial* rights, members, and appurtenances †." Alſo all the burgage, meſſuages, and tenements ſituated within the ſaid *manor*, and *held* of the ſaid *manor* of Blechingly." Theſe articles are written on two ſides, and

* Appendix, No. XXXVII. † Ibid. No. XXXVIII.

a half of one ſingle ſheet of paper, which was three different times in Sir R. Clayton's poſſeſſion, for the purpoſe of ſigning three different receipts for three different ſums of 20001. 20001. and 60001. (being the amount of the conſideration money) by three different inſtallments. It is alſo very remarkable that the *manor* is mentioned *eight* different times in the ſhort compaſs of two ſides and a half of this *ſingle* ſheet of paper, and the laſt time in the laſt line, immediately over the ſignature of Sir R. Clayton's name. The *manor* is alſo expreſsly included and deſcribed in the Deeds of Conveyance, dated the 3d and 4th of October, 1779*. The bill of coſts paid to his Solicitor is alſo indorſed, "Bill of coſts for *ſale of the reverſion of the manor* and borough of Blechingly." And this bill of coſts contains the following articles, "Drawing agreement for ſale of the reverſion of the *manor* and borough of Blechingly; attending Mr. Fearne therewith; attending Mr. Holliday three hours to ſettle the draft of the conveyance of the *manor* and borough of Blechingly." And Sir R. Clayton has, on

* Appendix, No. XXXIX.

his

his oath, acknowledged he read these articles, as well as the endorsement; and that he knew the *manor* was included in *express words* in the above-mentioned Deeds of Conveyance. It appears too beyond a doubt, Sir R. Clayton knew it was, from the *qualifications* delivered by him into the House of Commons, on his being elected Member for Blechingly in the years 1780 and 1784, in his own hand writing.

In all Parliaments before 1780, *i. e. before this* sale, Sir R. Clayton stated, in his qualifications, he was seized in fee of the *manor* and borough of Blechingly, and other lands, tenements, and hereditaments, in the parish of Blechingly; whereas, in the Parliaments of 1780 and 1784, when he was returned member for that borough, *i. e. After* this sale he omitted the words (in his qualification) *manor* and borough, and acknowledges, on his oath, he omitted them on consultation with his Solicitor *. That Solicitor asserts, the concealment of the sale of the reversion of the manor and borough, which must have appeared if he had stated he had

* Appendix, No. XLI.

only

only a life eſtate in them, was the motive he aſſigned for conſulting him; and Sir R. Clayton does not venture to deny it, but only ſays, "he cannot recollect what his reaſon was for conſulting him about wording this qualification." He contends alſo, "no argument can be drawn from the omiſſion of the words *manor* and borough, *by reaſon the ſaid manor having been in words conveyed to J. Holliday in truſt for me:* Sir R. Clayton could not (in 1780) be ſaid to be clearly and indiſputably entitled in fee ſimple, *although he conſidered himſelf** (in 1780) *as impoſed on in ſuch conveyance.*"—How far Sir R. Clayton's ſtatement is conſiſtent with the fact, let any perſon judge from the letters wrote by Sir R. Clayton to Mr. Collett, *after the time he* admits he knew the reverſion of the manor was conveyed to Mr. Holliday.

He is directly charged with this motive; Why does he not deny it? If it was inconvenient to recollect what was his motive, he could have told what was not his motive.

He adds, "Howbeit the qualification was afterwards altered by the Clerk of the

* Appendix, No. XXXVI.

Houſe

Houſe to ſuit the forms of the Houſe." If this means any thing, it means the omiſſion was made by the Clerk's alteration. This alteration is of the ſubſtance not of the form; How could the Clerk know the parcels of Sir R. Clayton's eſtate? If Sir R. Clayton ſays he informed him of them, it is the omiſſion of Sir R. Clayton. This attempt to charge the Clerk of the Houſe of Commons with this groſs violation of his duty by altering a record, is as infamous as the fact is falſe. No ſuch alteration was made. Sir R. Clayton admits *, on his oath, that the Returning Officer of this borough is choſen in the court of the *manor* of Blechingly, and that he is removeable at the *will* of the Lord of the *manor* of Blechingly, which ſurely ſhews the neceſſity of the *manor* being included in this ſale.

After this purchaſe was made, a ſubſequent agreement was entered into between Sir R. Clayton and me †, which begins with this recital, viz. "Sir R. Clayton having conveyed the reverſion of the *manor* and borough of Blechingly to John Kenrick, Eſq;

* Appendix, No. XLII. † Ibid. No. XLIII.

&c.

&c. it is mutually agreed between them, &c. &c." All theſe deeds and documents, except the qualification, were delivered into Sir J. Greſham, or Mr. Wallis, his Solicitor's cuſtody, by Sir R. Clayton's order, *fifteen months before* by his (Sir J. *Greſham's*) advice, the Bill in Chancery was filed againſt me; and every one of them, and the qualification, are ſtated in the Croſs Bill I filed againſt them, and in that Croſs Bill they are diſtinctly put as interrogatories to them. And yet they have deliberately ſworn, *i. e.* Sir R. Clayton has ſworn that he never knew or intended the *manor* was, or ſhould have been conveyed to me; and Sir J. Greſham, Lady Greſham, and Miſs Clayton have ſworn that they believe he never knew it was conveyed, or intended it ſhould be conveyed; and this they ſwear in the moſt direct flat contradiction to what they had ſworn as deliberately ſo very ſhort a time before in their former anſwers, dated the 19th and 22d of July, 1786. I ſay deliberately, becauſe that former anſwer had been litigated in the Court of Chancery, from July 19, 1786, to October 1787, viz. ſixteen months. As the event of this litigation was of the utmoſt conſequence, the conteſt

teſt was carried on with the utmoſt exertion on both ſides. If Sir R. Clayton, Sir J. Greſham, Lady Greſham, and Miſs Clayton had prevailed they would have avoided the danger and diſgrace of putting in their ſecond anſwers, which they knew would contradict every Charge they had ſo ſhamefully brought againſt me. If I had not prevailed I ſhould have loſt the compleat defence I have (by ſucceeding in this conteſt) extorted from them, of my property and character, which had been ſo maliciouſly and profligately attacked. In the courſe of this ſevere diſpute their anſwers were *argued repeatedly* before the Maſter in Chancery, the Maſter of the Rolls, and the Lord Chancellor, by Counſel of the firſt rank and abilities in that profeſſion. Is it poſſible they ſhould be ignorant (under thoſe circumſtances more eſpecially) of their own depoſitions on oath? If they were not ignorant, (and how can any perſons be ignorant of facts they *deliberately ſwear* to) how will they reconcile ſuch groſs contradictions on their ſolemn oaths to each other, to their conſcience, and to God?

I have hitherto introduced the evidence of Sir J. Greſham collaterally and occaſionally only:

only: but as he has made himſelf a principal in this ſuit againſt me, and Sir R. Clayton is obviouſly *ſtultified*, it is incumbent on me to conſider the merits of it, as they appear on the teſtimony of Sir J. Greſham.

Sir J. Greſham avows, this Bill in Chancery was filed againſt me by his advice, and ſupported by his purſe; and that he took this part, becauſe he found upon an *enquiry* Sir R. Clayton had been *groſsly impoſed* upon by me in this tranſaction. It appears alſo in the pleadings of this Suit, Sir J. Greſham had *perſonally* aſſiſted in preparing the inſtructions for this Bill.

Of whom did Sir J. Greſham make this enquiry? Of Sir R. Clayton, a moſt *intereſted party*, and a party evidently *ſtultified* by that very Bill. Sir J. Greſham had received information of a direct contrary nature from Mr. Collett, the Solicitor Sir R. Clayton employed in that buſineſs, and from me. It is true we alſo were intereſted parties; but we referred him to the counterparts of all the deeds and vouchers relating to this tranſaction, which were at that time in his cuſtody; they could not miſrepreſent facts, or miſlead his judgment of them; and we could neither

with

wiſh or expect credit for our account of it, farther than it was ſupported by that evidence. I ſhall now examine how the merits of this caſe appear on Sir J. Greſham's account of it.

In the Bill filed againſt me by Sir J. Greſham's advice, in conſequence of his *enquiry*, I am charged with "forming a ſcheme, in colluſion with Sir R. Clayton's Solicitor and Confidential Agent, to obtain, at an under price, and by fraud, a conveyance of the manor and borough of Blechingly, in reverſion, after Sir R. Clayton's life; and to adviſe him to grant annuities to involve him in diſtreſs, that we might more eaſily obtain this purchaſe."

The part Mr. Collett had acted towards Sir R. Clayton *, which appears in the anſwer to the firſt Charge, proves the impoſſibility of his having any ſuch ſcheme. Sir J. Greſham himſelf, and Sir R. Clayton, alſo admit, on their oaths, they could not point out any inſtance of miſconduct of Mr. Collett, either with reſpect to his integrity or profeſſional abilities in all the various and

* Appendix, No. VI.

intricate tranſactions in which he was concerned for Sir R. Clayton, except that he, Sir J. Greſham, *conceived* Mr. Collett had impoſed groſsly on him, Sir R. Clayton, in the ſale of the reverſion of the manor and borough of Blechingly to me. Has not Sir J. Greſham contradicted all the Charges he adviſed to be brought againſt him? How will Sir J. Greſham, as a man of common honour and common honeſty, juſtify upon a mere *conception* ſuch Charges as he has adviſed to be brought in a Court of Juſtice againſt Mr. Collett, aggravated by the additional accuſation of treachery as a profeſſional man to his Client? After Sir J. Greſham has charged me alſo with a colluſion with Mr. Collett, in this particular tranſaction, I have a right to make this reflection. And Sir J. Greſham has done me the juſtice to acknowledge, that ſo far from adviſing him to grant annuities to involve him in difficulties, *I was* the perſon who had extricated him from them, by repurchaſing annuities he had imprudently granted before he knew Mr. Collett. The admiſſion of this fact at once contradicts the Charge and the motive. Is it poſſible I could have acted in ſuch direct oppoſition to

my

my *ſcheme* and my intereſt, as to relieve Sir R. Clayton from that diſtreſs, which was the ſole foundation on which the ſucceſs of my *ſcheme* depended?

How does the fact reſpecting the *under-value* of this purchaſe turn out on Sir J. Greſham's account? He admits, on his oath, a calculation, which ſtates (on the judgment of three men ſkilled in theſe matters) that I have given a higher price than 30,000l. one one of the prices Sir J. Greſham himſelf thought fit (in the Bill he adviſed) to ſet upon it. This is more extraordinary, as Mr. Horsfall's calculation was in his cuſtody fifteen months before that Bill was filed.

The circumſtances of fraud enumerated in the Bill, adviſed by Sir J. Greſham againſt me, are, that I obtained the conveyances of this eſtate under the pretence of its being only a *mortgage*; that Sir R. Clayton did not know the contents of the deeds; that no Council were employed on his part; and that the whole affair was tranſacted with *hurry* and *ſecrecy*, that his family might not know of it, and interfere to prevent it.

How do theſe facts appear in Sir J. Greſham's account of them? He ſwears poſitively this was *not a mortgage*, but a *ſale*. He ſwears Mr. Holliday or Mr. Fearne, both Council particularly converſant in this line of conveyancing, were concerned on the part of Sir R. Clayton. He admits alſo, on his oath, Sir R. Clayton was informed of, and underſtood the contents of the Deeds of Conveyance to be an abſolute ſale. How does Sir J. Greſham ſupport his Charges of my conducting this buſineſs with *hurry* and *ſecrecy*, to prevent the interpoſition of Sir R. Clayton's family? He admits, on his oath, that this tranſaction (ſo far from being conducted with hurry) took up fifteen months time, *i. e.* from Auguſt 28, 1777, to October 4, 1778; and that the deeds were executed at Sir R. Clayton's houſe, on an appointment made by himſelf of twenty-three days ſtanding. And has not Sir J. Greſham ſworn, that Sir R. Clayton gave his Solicitor orders to make this ſale as privately as poſſible? and have I not, in my Croſs Bill, put this interrogatory to Sir R. Clayton, Sir John and Lady Greſham, and Miſs Clayton?

Whether they did not know, that in conſequence of the offer made to me of the ſale of the reverſion of the manor and borough of Blechingly, I had communicated to Mr. Clayton, his uncle, his reſolution to part with the reverſion of his eſtates, and whether they were not informed of this communication? They all ſwear poſitively they had never heard of it; but, in conſequence of a converſation I had afterwards with their Solicitor upon this part of their anſwer, they thought fit to do me the juſtice to rectify their miſtake, and to authorize him to acknowledge the fact to be as I ſtated it, with this variation only, that they underſtood my communication to Mr. Clayton was confined to Sir R. Clayton's Buckinghamſhire eſtate. Is not this admiſſion a deciſive proof not only that he knew of Sir R. Clayton's intention, but that he knew it through my communication? To purſue theſe particulars further, would be to repeat all that has been ſaid in the foregoing ſheets. Theſe facts muſt have been known to Sir J. Greſham fifteen months before *he* adviſed the filing of the Bill in Chancery againſt me, for the evidence of thoſe

facts were delivered to him in March 1784, and the Bill was not filed till June 1785. Every other fact relative to this Suit muſt have been completely known by him before he put in his anſwer. I aſſert this on theſe grounds—they are all ſtated in the Pleadings, and appear in Sir R. Clayton's anſwer. Is it poſſible the man, who adviſed the Bill filed againſt me in this Cauſe, ſhould not examine my Croſs Bill, in which I made him, his lady, and ſiſter, defendants; the object of which was to compel him to retract every Charge he had adviſed in that Bill, or to ſupport them by perjury? Is it poſſible he ſhould not have been perfectly acquainted with Sir R. Clayton's anſwer to ſuch a Croſs Bill? Conſidering the part Sir J. Greſham had taken in the original Bill, eſpecially as it is evident Sir R. Clayton was ſtultified by it, is it probable that Sir R. Clayton's anſwer ſhould be drawn without his knowledge at leaſt? I believe no man was ever under greater difficulties about his anſwer. This is obvious from the uncommon exertions of every kind made to avoid it, and the offer made to pay my coſts in

both

both Suits to induce me to put an end to this diſpute *before their anſwers were put in.*

Having eſtabliſhed theſe facts on the oath of Sir J. Greſham, it is evident that at the time he adviſed the Bill in Chancery to be filed againſt me, he knew every Charge in that Bill to be abſolutely falſe and unfounded from the evidence he had in his own poſſeſſion. How will Sir J. Greſham juſtify ſuch an infamous attack on my property and character, in a Court of Juſtice, in direct contradiction to that evidence, and his own complete knowledge of it? How could Sir J. Greſham bring himſelf to *ſwear* he adviſed this attack on me, *becauſe upon enquiry he found I had groſsly impoſed on Sir R. Clayton?*

It may be aſked, as Sir J. Greſham could not poſſibly believe Sir R. Clayton had been ſo impoſed upon, what reaſon he could have for adviſing a Suit of ſuch a ſerious nature, in which he was ſure he could not ultimately ſucceed? Perhaps it will not be very difficult to give a ſatisfactory anſwer to this queſtion, upon a recollection of ſome of the facts ſtated in the preceding ſheets.

It has been admitted, that the tranſaction between Sir R. Clayton and me, was compleated in October 1779, and that no diſſatisfaction whatever was expreſſed on that account (although it was known to all his family) till after the diſſolution of Parliament was conſidered as certain. In that period, and in that event, we muſt look for the origin of this diſpute between us. On that occaſion, Sir J. Greſham inſiſted on Sir R. Clayton's taking his recommendation of two gentlemen to repreſent the borough of Blechingly, on certain terms, at the enſuing General Election. Sir J. Greſham has boldly ſet up his claim as heir apparent to all Sir R. Clayton's property at his deceaſe, and conſequently to the reverſion of the borough of Blechingly I had bought of him, if that purchaſe could be reſcinded. Sir J. Greſham's views may, perhaps, be ſuppoſed to get the nomination of the two Members for this borough during Sir R. Clayton's life, and the borough itſelf at his deceaſe. If Sir R. Clayton could have got rid of his engagements, he would have been at liberty to have accepted the price of the two ſeats; and if

he

he could have reſcinded my purchaſe, he would have obtained alſo the further great ſum of money Sir J. Greſham offered to advance to him to repurchaſe the borough I had bought of him. Theſe were ſufficient temptations to induce two ſuch men to undertake this ſhameful attack upon me; and appear to be more natural motives for their extraordinary conduct than the inconſiſtent and improbable ſtory they have ſo ſolemnly advanced, and ſo flatly contradicted.

POSTSCRIPT.

IN the preceding pages I have given an account of a Bill in Chancery filed againſt me and Mr. Collett, in which, beſides the heavy Charges of fraud and conſpiracy, both in the manner of obtaining the purchaſe of the reverſion of the manor and borough of Blechingly of Sir R. Clayton, and of the inſufficiency of the conſideration paid for it, Mr. Collett was accuſed with the aggravated Charge, as a profeſſional man, of treachery to his Client. Conceiving he had good reaſon to believe Mr. Nicholl to have been one of the adviſers of that attack upon his character, and Sir R. Clayton having complained to Mr. Collett, that in the year 1783, he (Sir R. Clayton) had been taken a very unfair advantage of in an agreement entered into between that gentleman and Sir R. Clayton, in conſequence of which Mr. Nicholl was brought into parliament for a certain ſtipu-

lated conſideration, Mr. Collett determined to bring an action of bribery againſt Mr. Nicholl, grounded on that tranſaction.

The immediate motive for that meaſure was to ſhew, Mr. Collett had made better bargains for his Client, Sir R. Clayton, than thoſe perſons who had accuſed him of procuring an inadequate price for the reverſion of the manor and borough of Blechingly ſold to me, while he was employed by him in the conduct of his legal affairs; there was however moſt undoubtedly a great degree of perſonal reſentment in that meaſure at that time. A few days after it was ſuggeſted that Mr. Nicholl might bring a ſimilar action againſt Sir R. Clayton, to indemnify himſelf againſt the action brought by Mr. Collett againſt him. Under theſe circumſtances Mr. Collett brought another action for bribery againſt Sir R. Clayton for his protection, and immediately waited on him at Marden, to inform him of the meaſure and the motive with which he had taken it, for which Sir R. Clayton expreſſed his obligations to Mr. Collett, not only at that time, but ſome years after.

On July 16, 1785, Sir R. Clayton's Solicitors brought an action againſt me for bribery. This action being ſo brought againſt me was the ſole reaſon of a declaration being delivered in the action againſt Sir R. Clayton, for Mr. Collett's purpoſe of indemnifying Sir Robert would have been anſwered without any declaration in that action, as in November 1785 the two years would have expired, and then the time elapſed ſince the bribery would have operated as an indemnity to Sir Robert againſt any ſubſequent action. The truth of Mr. Collett's aſſertions, that the action againſt Sir Robert, was meant for his indemnity, is evident from the letter, dated December 29, 1786, from Sir R. Clayton, quoted in the Appendix, No. 36; and from this circumſtance, that no ſteps were taken to bring that action to trial till Sir R. Clayton's Solicitor *forced* Mr. Collett to proceed, by ſerving him with the following Rule of Court.

" Easter Term, in the 27th year of
" King George the IIId.

" Collett, Gent. againſt Clayton, Bart.

" Monday, May 21ſt. } Upon the motion of Mr. Lambe, of council for the de-
" fendant, and hearing Mr. Bower, of coun-
" cil for the plaintiff. It is ordered, That
" the plaintiff pay the coſts of the Applica-
" tion, and peremptorily proceed to the
" trial of this Cauſe at the next Aſſizes, to
" be held for the County of Surry.

" By the Court,

" ROSE."

In conſequence of this Rule of Court, Mr. Collett applied to the Duke of Portland and Mr. Byng (Sir R. Clayton's friends) by letters, in which he declared he had brought the action againſt Sir R. Clayton merely to protect him, as has been already ſtated, againſt Mr. Nicholl. I alſo waited on the Duke of Portland to beg he would interpoſe to prevent theſe extremities. Theſe ſteps being unſucceſsful,

unſucceſsful, the Cauſe was of neceſſity entered for trial; but Mr. Collett even then left it to be ſettled by the council on both ſides, in any amicable manner they pleaſed, provided it was acknowledged that this trial was *forced on* on the part of Sir R. Clayton. I have always underſtood it was ſettled on theſe terms, till Sir R. Clayton's Solicitor came to Croydon, and refuſed to accede to this plan of accommodation. As ſoon as I had waited on the Duke of Portland, I left London, not doubting that an accommodation of ſuch a buſineſs muſt of neceſſity be preferred to a public trial on ſuch a buſineſs. Although much very diſagreeable matter muſt have come out in evidence, and Sir R. Clayton's friends muſt have been involved in this diſgraceful buſineſs, I found by the receipt of a ſubpæna, a few days before the Aſſizes, to attend the trial, his friends had not interfered to prevent it, but that it was to be brought forward. As ſoon as I reached Croydon, I enquired for Mr. Collett, and requeſted him to put an end to this affair. Mr. Collett readily conſented, if his opponents would acknowledge he was forced by

the ſervice of the Rule of Court to bring this Cauſe to the Aſſizes; and after ſome heſitation, agreed (if after an attempt to get that acknowledgment I did not ſucceed) to withdraw the Record unconditionally; and authorized me to take the neceſſary ſteps for this purpoſe. I immediately applied to Mr. Erſkine, Mr. Collett's leading council, and deſired Mr. Byng to uſe his good offices with Sir R. Clayton's friends, to ſettle this matter amicably. The anſwer Mr. Byng brought me from Sir R. Clayton's Solicitor was, that if I would withdraw this Record, and agree not to inſiſt of the anſwers of Sir R. Clayton, Sir John Greſham, Lady Greſham, and Miſs Clayton, to the Croſs Bill I had filed againſt them (in conſequence of the before-mentioned Bill they had filed againſt me in the Court of Chancery), he would diſmiſs Sir R. Clayton's Bill in that Court againſt me, and withdraw an action of bribery which Mr. Nicholl (and as I found by this meſſage Sir R. Clayton) had brought againſt me. I inſtantly perceived the dilemma in which this meſſage involved me. If I conſented to theſe terms, I loſt the advan-

tage I propoſed to myſelf from the anſwers of Sir R. Clayton, &c. which alone could protect my purchaſe of the reverſion of the manor and borough of Blechingly from any future attack; and my character from the preſent infamous conſpiracy againſt it. I ſaw too, that this action being withdrawn in conſequence of propoſals made to *me*, muſt neceſſarily confirm a report moſt induſtriouſly circulated at that time, that I was the perſon who adviſed the meaſure of bringing this action originally, and had now prevailed on Mr. Collett to bring it to the preſent trial. If I refuſed the terms, they would ſay I prevented the accommodation for the ſake of convicting Sir R. Clayton in the action, and expoſing the particularly ſcandalous circumſtances attending his conduct. My reply to this meſſage through Mr. Byng was, that I had no other concern in this action, but that of endeavouring to prevent it; that I rejected the terms propoſed as foreign to the preſent buſineſs; but that ſo far as it concerned me, I deſired it might be reported to Sir R. Clayton's Solicitor, that he might take ſuch ſteps as his Clients thought beſt in their proceed-

ings againſt me; but that the moment his Clients put in a *fair plain* anſwer to my Croſs Bill, (which they had rendered neceſſary by their original Bill againſt me) and Sir R. Clayton would conſent to ſubmit *his* agreement with me to his own arbitrators, the Duke of Portland, and Lord John Cavendiſh, (for they were *both* named by him) I was ready to put an end to all diſputes between us, and (having, as I have already ſtated, authority for that purpoſe from Mr. Collett) to undertake Mr. Collett ſhould withdraw the Record in the action entered for trial. As a further proof that the reaſon I had given for inſiſting on their anſwers was not hoſtile, but merely for my ſecurity, I offered to vacate my ſeat in parliament to make room for Sir R. Clayton to ſucceed me, the moment he would ſubmit to thoſe arbitrators the agreement between us I have juſt alluded to.

Although theſe terms were not accepted, the action was ſtopped, and the Record withdrawn. This negociation with Mr. Byng paſſed in the preſence of Mr. Budgen and

Mr.

Mr. Moreland, to whom, and Mr. Byng, (who have authorized me) I appeal for the truth of this relation of it. In the following winter I prevailed on Mr. Collett to withdraw, as I had before, at the inſtance of Mr. Nicholl's friends prevailed on him to ſuſpend his action againſt Mr. Nicholl. Mr. Collett readily conſented to it, if Mr. Byng would either procure a written acknowledgment from Sir R. Clayton, or give it in writing under his (Mr. Byng's) hand, that Mr. Collett had never been in any degree concerned in the agreement between Sir R. Clayton and Mr. Nicholl, on which thoſe actions were founded, as had been very falſely aſſerted at Croydon Aſſizes; where a report had been moſt induſtriouſly propagated, that both Mr. Collett and I had been concerned in making that agreement as Sir R. Clayton's *Agents*, on which Mr. Collett, by my advice, had brought this action to trial. The moment I mentioned this to Mr. Byng he frankly acceded to it, and gave aſſurances to that effect to Mr. Collett, who met him, at my deſire, at my houſe for that purpoſe. At Mr. Nicholl's inſtance to me, through

common

common friends, to whom I appeal for the truth of this assertion, the action of bribery against him was at *first* suspended, and *ultimately* withdrawn; and yet at this moment Mr. Nicholl's and Sir R. Clayton's action for bribery is still depending against me.

In the former part of these sheets I have alluded to an agreement made between Sir R. Clayton and me, subsequent to my purchase therein mentioned. As much abuse has been thrown out against me on account of it, and I have been charged with having obtained under that agreement the life estate of Sir R. Clayton, in the borough of Blechingly, and without any additional consideration, I think it necessary to contradict this infamous assertion.

A moment's reflection on the nature of the purchase, which has been already so fully explained, will shew the absolute necessity of some subsequent agreement in consequence of it, to remedy an obvious defect in those con-

conveyances, and give them their full effect. My purchaſe has been ſtated to be, that of the reverſion of the manor and borough of Blechingly, with the franchiſe of electing two members for that borough in parliament. Such members are always choſen for ſeven years; if, therefore, Sir R. Clayton (of whom I made this purchaſe) died the day after an election, my reverſion, inſtead of commencing immediately on his death, according to our bargain, would be ſuſpended for ſeven years after his deceaſe. This caſe, which would have been directly contrary to the plain *declared* intention of the parties, could not be provided againſt by any covenants in the purchaſe deeds: Such covenants would not only have been illegal, but would have vitiated the conveyances, defeated the whole tranſaction. From this neceſſity, therefore, it was left to Sir R. Clayton's honour to cure this defect when it could be done without affecting the validity of the purchaſe.

The firſt time I met Sir R. Clayton afterwards, he very honourably propoſed an agreement

agreement for this purpoſe, which in courſe was accepted on my part. I do not think it neceſſary for me to ſay more of it, than that it is confined ſolely to ſupply the defect already ſuggeſted in the purchaſe deeds, and to ſecure to me the commencement of my reverſion at the time I am entitled to it, *i. e.* on the death of Sir R. Clayton—that the conſideration is additional and diſtinct from that paid for the reverſion, and was named by Sir R. Clayton himſelf—that the agreement is reduced to writing, and ſigned by him and me—and that it is ſubject to the award of two arbitrators, the Duke of Portland and Lord John Cavendiſh, *both* named by himſelf. It is evident the agreement muſt neceſſarily be advantageous to him, for if Sir R. Clayton ſhould die on the day before a General Election, he will have received *all* the conſideration he could be entitled to. Whereas, if he died on the day after the election, he would have received in advance the conſideration paid for the value of the franchiſe for the next ſeven years, and conſequently have received a *double* price for that term, *i. e.* one by the conſideration given

given in the purchaſe of the reverſion, and the other by the price paid under the ſubſequent agreement for the value of the franchiſe for ſeven years, or ſo much of it as ſhould remain unexpired after the reverſion had actually fallen in. Sir R. Clayton therefore cannot loſe any thing, but, on the contrary, he may be a great gainer by this agreement. If he will ſtate any thing in that agreement, of which he thinks differently now, than he did when he firſt propoſed it to me, and which in his opinion ſhould be amended, why will he not refer it to the judgment of his own arbitrators, who have power to alter any part, or the whole of the agreement, which they ſhall think proper, either in matter or form, and even ſubſtitute any other in its place which they think fair and reaſonable, and better calculated to carry into execution the plain declared intention of both parties.

I have uniformly requeſted and inſiſted on Sir R. Clayton's ſubmitting to this arbitration, and he as uniformly has refuſed, and

ſtill

ſtill refuſes to do ſo, alledging, that it is an engagement of *honour only*; and as it does not bind him at *law*, he will not be bound by it at all *.

* Sir R. Clayton aſſured me he acted in this particular by the advice of Sir John Greſham, who ſuggeſted this argument; at the ſame time obſerving, that although I might be ſuppoſed to underſtand *law* better than Sir John Greſham, he from his military education muſt be a better judge of a point of *honour*.

APPENDIX.

I.

AND this defendant (Sir R. Clayton) further ſaith, that, independent of the franchiſe of election, the whole rents and profits, and the manerial quit-rents and cottage rents, together with the rents and profits of the ſaid burgage meſſuages or tenements, after making the ſeveral deductions ſtated in the Bill (i. e. the Bill in Chancery, brought by Mr. Kenrick againſt Sir R. Clayton) and a deduction, for loſſes, by tenants, may not have produced more than 100 l. a year, on an average, for twenty years laſt paſt. Page 24, line 19, &c.

II.

And this defendant (Sir R. Clayton) ſaith, that he believes the greateſt part of the price of 10,000 l. which was given for the purchaſe of the ſaid reverſion, of the manor and borough of Blechingly, was conſidered as paid for the reverſion of the ſaid burgage meſſuages or tenements, with the franchiſe of election annexed thereto.—See Sir R. Clayton's Anſwer, page 24, line 15, &c.

III.

This defendant (Sir R. Clayton) believes, that the ſaid John Kenrick was inſtrumental in re-purchaſing one or both of ſuch annuities.—See Sir R. Clayton's Anſwer, page 17, line 23, &c. And theſe defendants, Sir John Greſham, Lady Greſham, and Miſs Clayton, believe the ſaid

ſaid John Kenrick was inſtrumental in effecting the re-purchaſe of one or both of ſuch annuities.—See the Anſwers of Sir John Greſham, Lady Greſham, and Miſs Clayton, page 11, lines 5, 6.

IV.

And this defendant (Sir R. Clayton) recollects and admits, that the ſaid R. Collett did not promote or encourage his running into any extraordinary or great expences, but did recommend to this defendant, Sir Robert Clayton, to live within his income. And alſo that the ſaid R. Collett did alſo requeſt that this defendant, Sir R. Clayton, would ſtate every pecuniary matter he had tranſacted for him, as fully and publicly as poſſible; and for that purpoſe, deſired him to produce to his family, a particular of each annuity, and prices, and of this ſale of the reverſion among the reſt.—See Sir R. Clayton's Anſwer, page 28, line 8—10. 21—25. 30—31.

V.

And this defendant (Sir R. Clayton) further admits, that the only annuities he granted for *his own life* were granted in May 1772, and *before* the ſaid R. Collett was at all concerned for this defendant.—See Sir R. Clayton's Anſwer, page 17, line 12—15. And theſe defendants, Sir J. Greſham, Lady Greſham, and Miſs Clayton admit, that the ſame (i. e. annuities, granted by Sir R. Clayton for his *own* life) were granted *prior* to the ſaid complainant R. Collett's being in any wiſe concerned as Attorney, Solicitor, or Agent, for the ſaid Sir R. Clayton.—See Sir J. Greſham's Anſwer, page 11, line 1—3. And that ſuch annuities were the *only* annuities which the ſaid Sir R. Clayton had granted for his *own* life.—See

Sir

Sir J. Greſham's Anſwer, page 11, line 6—8. And this defendant (Sir R. Clayton) further admits, that under theſe circumſtances, having expreſſed his approbation of the mode of raiſing money, by granting annuities, the ſaid R. Collett might, about the ſame time, look out and make enquiries for purchaſers of annuities on *their own lives*; and that the ſaid R. Collett did obtain purchaſers for ſuch annuities at the prices charged in the Bill, and more particularly therein ſet forth.—See Sir R. Clayton's Anſwer, page 9, line 27—32.—And this defendant (Sir R. Clayton) alſo admits, that by the purchaſe of annuities of 400l. a year for *ſellers* lives, the out-goings of this defendant were reduced to the ſum of 500l. a year during the lives of all the annuitants, and were liable to be ſtill farther reduced in caſe of the deceaſe of either of the annuitants for *joint* lives.—See Sir R. Clayton's Anſwer, page 10, line 35—40.

VI.

In my Croſs Bill it is ſtated, that by a book, publiſhed by Mr. W. Morgan, Actuary to the Amicable Society, intituled, "The Doctrine of Annuities and Aſſurances on Lives and Survivorſhip explained" it is calculated, that 10,000l. with compound intereſt, at 5 *per cent. per annum*, in a term of years equal to the probability of Sir R. Clayton's life (i. e. a life aged 38 years) will amount to 32,500l. and upwards. And this defendant further ſaith, James Horsfall might give ſuch opinion as in the ſaid Bill was mentioned; and that Mr. Horsfall, Mr. Brand, and Mr. Morgan, all in the Bill mentioned, may be reputed to be well verſed in ſuch calculations; and that the ſaid J. Horsfall might give ſuch opinion, and that the ſaid C. Brand, and W. Morgan reſpectively, did

agree

agree in opinion.—See Sir R. Clayton's Anſwer, page 24, line 24—27, and 36—38. And theſe defendants, Sir J. Greſham, Lady Greſham, and Miſs Clayton, are informed, and believe, that the ſaid J. Horsfall, and C. Brand, and W. Morgan, all in the ſaid Bill named, may be reputed to be well verſed in ſuch calculations as in the ſaid Bill are mentioned. See page 13, line 15—18. And that the ſaid Charles Brand and William Morgan did agree in opinion with the ſaid J. Horsfall. Page 13, lines 25, 26. Sir J. Greſham's and Miſs Clayton's Anſwer, page 13, line 15. And theſe defendants, Sir J. Greſham, Lady Greſham, and Miſs Clayton, deny they have ever traduced the ſaid R. Collett's character as to his honeſty or profeſſional abilities otherwiſe than, that *conceiving* he had groſsly impoſed on Sir R. Clayton, in the ſale of the manor and borough of Blechingly, they had declared the ſame to Sir R. Clayton, and adviſed him to employ another Solicitor. Sir J. Greſham's Anſwer, page 14, 15, line 40; and Sir R. Clayton's Anſwer, page 27, line 41, who ſays he cannot point out any inſtance in which he failed in his duty.

VII.

And this defendant (Sir R. Clayton) admits it may be true, it was not an eaſy matter, in the years 1778 and 1779, to raiſe the ſum of 10,000l. by mortgage, although that defendant believes ſuch a ſum, and more, might have been then raiſed on ſuch kind of ſecurity, on terms of agreeing to pay intereſt, at 5 *per cent.* for the ſame, for a number of years. Sir R. Clayton's Anſwer, page 26, line 11—15.

And

VIII.

And this defendant (Sir R. Clayton) does not know, or believe, that the value of the franchiſe of the ſaid borough has been increaſed ſince the year 1779, *otherwiſe than by the general riſe in the value of landed eſtates ſince the laſt peace; and by the political queſtion as to the reform of Parliament, having been ſince that time negatived.* Sir R. Clayton's Anſwer, page 33, line 12.

IX.

And the ſaid defendant (Sir J. Greſham) admits, that the ſaid R. Collett did afterwards give ſuch opinion of the ſaid J. Horsfall, to this defendant, Sir J. Greſham, in March, 1784, as ſtated in the Bill; i. e. the opinion relative to the value of this reverſion mentioned above.—Sir J. Greſham's Anſwer, page 13, line 26, 27,

X.

And this defendant (Sir R. Clayton) farther ſays, he admits it to be true, that at the time of executing the ſaid indentures of leaſe and releaſe, he was *informed* of, and *underſtood* that, the ſame were an *abſolute conveyance* from this defendant, of the ſaid reverſion, *in fee*, of, and in the ſaid borough of Blechingly, for the price or ſum of 10,000 l. Sir R. Clayton's Anſwer, page 21, line 1—5. And this defendant alſo ſaith, that ſuch indentures were conſidered as an *abſolute* ſale, &c. Sir R. Clayton's Anſwer, page 21, line 16, 17. And the ſaid defendants, Sir John Greſham, Lady Greſham, and Miſs Clayton, ſeverally ſay, that they have been informed, and believe, that thereupon, and from the like motives, Sir Robert

Clayton *conſented* to *ſell* the reverſion of the ſaid borough of Blechingly, and *authorized* the ſaid R. Collett to procure a purchaſer, by private contract, for it, if he could get 10,000 l. for the ſame. See Sir J. Greſham, Lady Greſham, and Miſs Clayton's Anſwer, page 8, line 33—36. And that they believe the ſaid Sir ſR. Clayton did then know the ſame was an *abſolute conveyance*, by way of *ſale*, of the ſaid reverſion of the ſaid borough. See Sir J. Greſham, Lady Greſham, and Miſs Clayton's Anſwer, page 12, line 19—21.

XI.

And theſe defendants further ſeverally ſay, they have been informed, and believe, the *draft* of the ſaid conveyance, of the ſaid reverſion of the ſaid borough, was *ſettled* by *Mr. Fearne*, or by *Mr. Holliday*, Barriſters at Law, on *behalf of the ſaid Sir R. Clayton*, by the recommendation of the ſaid R. Collett. See Sir J. Greſham, Lady Greſham, and Miſs Clayton's Anſwer, page 12, line 10.

XII.

See I.

XIII.

And this defendant (Sir R. Clayton) farther ſays, that the ſaid R. Collett ſuggeſted to this defendant, that if he raiſed money by mortgages, *ſuch mortgages might get into the hands of his family who were then at variance with him, or into the hands of ſome of his opponents, in political intereſts, who might underhand obtain an aſſignment of ſuch mortgages, and that in ſuch caſe ſuch perſons might diſtreſs and perplex him*, by calling on him for payment of ſuch money. See Sir R. Clayton's Anſwer, page 8, line 13.

XIV.

XIV.

And this defendant (Sir R. Clayton) admits, that in caſe the ſaid ſum of 10,000l. had been raiſed by mortgage, it would have been inconvenient to him, as it would have reduced his yearly income ſo much, as the amount of the intereſt of 10,000l. being 500l. a year. And this defendant (Sir R. Clayton) believes it may be true, that he may, at ſeveral times, have acknowledged to the ſaid R. Collett, that raiſing that ſaid ſum of 10,000l. by mortgage, would have been *inconvenient* to him as aforeſaid; i. e. by *reducing his income* 500*l.* a year, the intereſt of 10,000l. See Sir R. Clayton's Anſwer, page 26, lines 23. 25.—And alſo that he, the ſaid Sir R. Clayton, under ſuch circumſtances, had expreſſed himſelf pleaſed with having raiſed the ſaid ſum of 10,000l. by the *ſale* of the ſaid reverſion in the manner it had been done. See Sir R. Clayton's Anſwer, page 26, line 29—31. See 32 poſt.

XV.

See XIII.

XVI.

See X.

XVII.

He (Sir R. Clayton) admits it to be true, that he, Sir R. Clayton, did *duly* execute ſuch articles of agreement in writing, dated Aug. 29, 1778, for *ſale* of the reverſion, in *fee*, of the *manor* and burgage, and other premiſſes, in Blechingly, and that ſuch articles of agreement were, and are, of ſuch, or like purport, *as in the Bill is mentioned*; and that he alſo, after the execution of the ſaid articles,

and

and after he had ſuffered a recovery of the *manor* and premiſſes aforeſaid, did *duly* execute deeds of indenture, dated October 3d and 4th, 1779, as ſet forth in the Bill, whereby he *duly* conveyed the ſaid *manor* and premiſſes aforeſaid, &c. See Sir R. Clayton's firſt Anſwer, line 18—32, and Sir J. Greſham, Lady Greſham, and Miſs Clayton's firſt Anſwers, which run in the ſame words.

XVIII.

And this defendant (Sir R. Clayton) admits it to be true, that he never *paid*, or *offered to pay*, or *had been called upon for payment of any intereſt* of the ſaid ſum of 10,000 l. advanced as the conſideration for the ſaid indentures, dated Oct. 3d and 4th, 1779, *by reaſon ſuch indentures were not really conſidered as a mortgage.* See Sir R. Clayton's Anſwer, page 21, line 11—16.

XIX.

And the ſaid defendants (Sir J. Greſham, Lady Greſham, and Miſs Clayton) have been informed, and believe the ſaid Sir R. Clayton *conſented* to, *and authorized* the ſaid R. Collett to procure a purchaſer for the *ſale* of the reverſion of the ſaid borough, if he could get for it 10,000 l. by *private* contract. See Sir J. Greſham, Lady Greſham, and Miſs Clayton's Anſwer, page 8, line 33—36.

XX.

And this defendant (Sir R. Clayton) admits, that he did deſire the ſale, agreed to be made by him, of the reverſion of the ſaid borough of Blechingly, might be made as *little public as poſſible.* See Sir R. Clayton's Anſwer, page 25, line 26—29.—And that this defendant (Sir R. Clayton)

Clayton) admits *he might*, at that time ſtated in the Bill, *requeſt the ſaid John Kenrick, as well as Mr. Collett, not to make the ſaid purchaſe public.* See Sir R. Clayton's Anſwer, page 17, line 32—34.

XXI.

And this defendant (Sir R. Clayton) alſo admits, that the buſineſs of executing ſuch indentures of leaſe and releaſe, *was not tranſacted with unuſual or any particular hurry or expedition.* See Sir R. Clayton's Anſwer, page 22, lines 34—35, 36.

XXII.

And this defendant (Sir R. Clayton) apprehends, from *the nature of the caſe*, the ſaid John Kenrick might *take ſome time to conſider* of ſuch price of 10,000l. before he abſolutely agreed to pay the ſame for the ſaid purchaſe. See Sir R. Clayton's Anſwer, page 13, line 1—4.

XXIII.

And this defendant (Sir R. Clayton) admits it to be true, that ſuch *agreement* in writing, as is in the ſaid Bill, mentioned to bear date Auguſt 29, 1778, was executed. See Sir R. Clayton's Anſwer, page 14, line 7—10.

XXIV.

And that for fulfilling the ſaid agreement of Auguſt 29, 1778, ſuch *indentures* of the 3d and 4th of Oct. 1779, were duly executed. See Sir R. Clayton's Anſwer, page 15, line 17—22.

XXV.

And that ſuch indentures, dated 3d and 4th of Oct. 1779, were executed by this defendant at his *own houſe* in Hill-ſtreet; and this defendant alſo admits, that previous thereto he might write and ſend ſome letter to Mr. Collett, *appointing ſuch time and place for ſuch purpoſe*, of ſuch date and purport as ſtated in the Bill, *i. e.* September 12, 1779. See Sir R. Clayton's Anſwer, page 22, line 44—47, and page 23, line 1—4; and Sir J. Greſham, Lady Greſham, and Miſs Clayton admit the ſaid conveyance was executed at his (Sir R. Clayton's) *own* houſe, by *his own appointment* (i. e. by this letter.) See Sir J. Greſham, Lady Greſham, and Miſs Clayton's Anſwer, page 12, line 14—15.

XXVI.

And this defendant (Sir R. Clayton) further ſaith he admits, that he *by himſelf*, and the ſaid R. Collett, did apply to, and obtain of the ſeveral perſons in the ſaid Bill mentioned (i. e. twenty-five perſons) conveyances of their ſeveral eſtates for life (or votes) in divers of the ſaid burgage meſſuages; and in order to bar the eſtate tail in ſuch burgages, ſuch deeds, dated Feb. 10, 1779, and June 14, 1779, were executed, and inrolled in the Court of King's Bench; and two recoveries, as ſtated in the Bill, were ſuffered. See Sir R. Clayton's Anſwer, page 14, line 28—43, and page 15, line 1—28. This 26th ſection is *abſtracted* on account of its great length, and becauſe it ſerves only to prove facts collectively, which are admitted ſeparately in other places.

These

XXVII.

Theſe deeds, for joint lives, are in the cuſtody of the ſeveral grantees, to whom I appeal for the truth of this aſſertion.

XXVIII.

And your orator (Sir R. Clayton) charges that it was not in any wiſe diſcloſed by the ſaid R. Collett, or any other perſon at any time before, or at the time of execution of ſuch deeds, that the ſaid John Kenrick was, or was to be in any wiſe intereſted in, or under the ſame, or that they were in any wiſe intended in truſt for him. See Sir R. Clayton's Bill, page 5, line 28, Charge third. And when he met Mr. Kenrick ſoon afterwards at Mr. Collett's houſe, he (Sir R. Clayton) admits he (Mr. Kenrick) might then and there ſpeak of *himſelf as the purchaſer*, and that he (Sir R. Clayton) did not expreſs himſelf in any degree diſſatisfied, *and requeſted him (Mr. Kenrick) not to make the ſale public.* See Sir R. Clayton's Anſwer, page 17, line 25—28, and 41—42, and page 17, line 32—33.

XXIX.

And *this defendant (Sir R. Clayton) admits it to be true, that he never did during ſuch time (i. e. from Auguſt* 29, 1778, *till March* 1784) *expreſs himſelf as being in any wiſe diſſatisfied with the ſale of ſuch reverſion.* See Sir R. Clayton's Anſwer, page 18, line 5—7. *And this defendant ſays, he believes it to be true, that no application was made to the ſaid John Kenrick for the repurchaſe of the ſaid reverſion till the ſaid year* 1784; *nor was any complaint in particular made to him on account of the ſaid purchaſe until*

the ſaid year 1784, *nor until after ſuch time in the ſaid year, when it was conſidered in ſome degree certain that the then Parliament would be diſſolved.* See Sir R. Clayton's Anſwer, page 23, line 24, &c. And the ſame admiſſions are made in the very ſame words in Sir J. Greſham's, Lady Greſham's, and Miſs Clayton's Anſwer, page 12, line 43, and page 13, line 1.

XXX.

And although the ſaid R. Collett did on ſome ſuch occaſion (i. e. a converſation reſpecting the ſale of the borough of Blechingly) *declare the ſaid John Kenrick would become the purchaſer*, yet Sir R. Clayton did, on all ſuch occaſions, declare he would not ſell the ſaid borough, and particularly not to the ſaid J. Kenrick. This authority is quoted to prove, that J. Kenrick was mentioned as the purchaſer, &c. See Sir R. Clayton's Bill, page 7, line 15—16.

XXXI.

See XIV.

XXXII.

And this defendant (Sir R. Clayton) further ſaith he admits it to be true, *that he did in general with much anxiety recommend* to the ſaid R. Collett; and that it was his *particular wiſh to guard againſt any fear or danger of being called upon for the payment of any principal ſums* of money this defendant might by any means raiſe. See Sir R. Clayton's Anſwer, page 28, line 1—5. See 14 ſupra.

XXXIII.

And this defendant (Sir R. Clayton) admits it to be true, that pending the ſaid treaty, &c. this defendant had many conſultations with the ſaid R. Collett about raiſing money for this defendant's occaſions. See Sir R. Clayton's Anſwer, page 11, line 24—28.

XXXIV.

See X.—XIX.

XXXV.

See XXVIII.—XXIX.

XXXVI.

" *I have always approved of the manner you have got me money.* What my family ſays now, I know not, for I have not ſeen them this two months, nor I believe never ſhall again." Nov. 14, 1780.

" *I am well ſatisfied with your management*, and as to what other people ſay, you ſhould not mind it; it is no buſineſs of theirs, and you know it is not true." Dec. 12, 1780.

" *I have often repeated I am much obliged to you, and pleaſed with your management of my affairs.*" Dec. 26, 1780.

" I muſt, now I am writing, return you many thanks for your tranſacting my buſineſs, and am really prodigiouſly pleaſed about it; and you have made me exceedingly

ingly happy in my mind about it, for which the Greſhams and Co. will abuſe you heartily, *without they can get any thing out of you: then they will praiſe you.*" Sept. 29, 1782.

"I look upon myſelf under great obligations to you; wiſh it was in my power to return it, but ſhall always be ſenſible of it." Dec. 14, 1783.—Theſe letters are ſtated in the Pleadings, *and all paſſed after Sir R. Clayton had brought Mr. Kenrick into Parliament as his colleague for the borough of Blechingly.*

"As to Jones's letter, I think your judgment good about it, and ſhall take no further notice of it without it ſhould be brought into a Court of Law; *then I ſhall employ you as my Agent, and as Agent for the Surry Committee, and I have no doubt but you will do me juſtice.*" Signed Robert Clayton, and dated Dec. 29, 1786.

"P. S. Lady Clayton joins with me in wiſhing many returns of this ſeaſon to you, Mrs. Collett, and family." See the original letter (of which this is a copy) in the poſſeſſion of Mr. Collett.

XXXVII.

See XVII.

XXXVIII.

See Articles of Agreement in Mr. Kenrick's cuſtody, who will ſhew them to any perſon at any time.

XXXIX.

See XVII. XXIII. XXIV.

XL.

XL. XLI. XLII.

For theſe extracts, ſee Sir R. Clayton's Anſwer, page 21, line 19, &c. page 22, lines 2, 18, 25, and page 25, line 15.

XLIII.

This Agreement is in my cuſtody, and the counterpart in the poſſeſſion of Sir R. Clayton: I will ſhew it to any perſon at any time.

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